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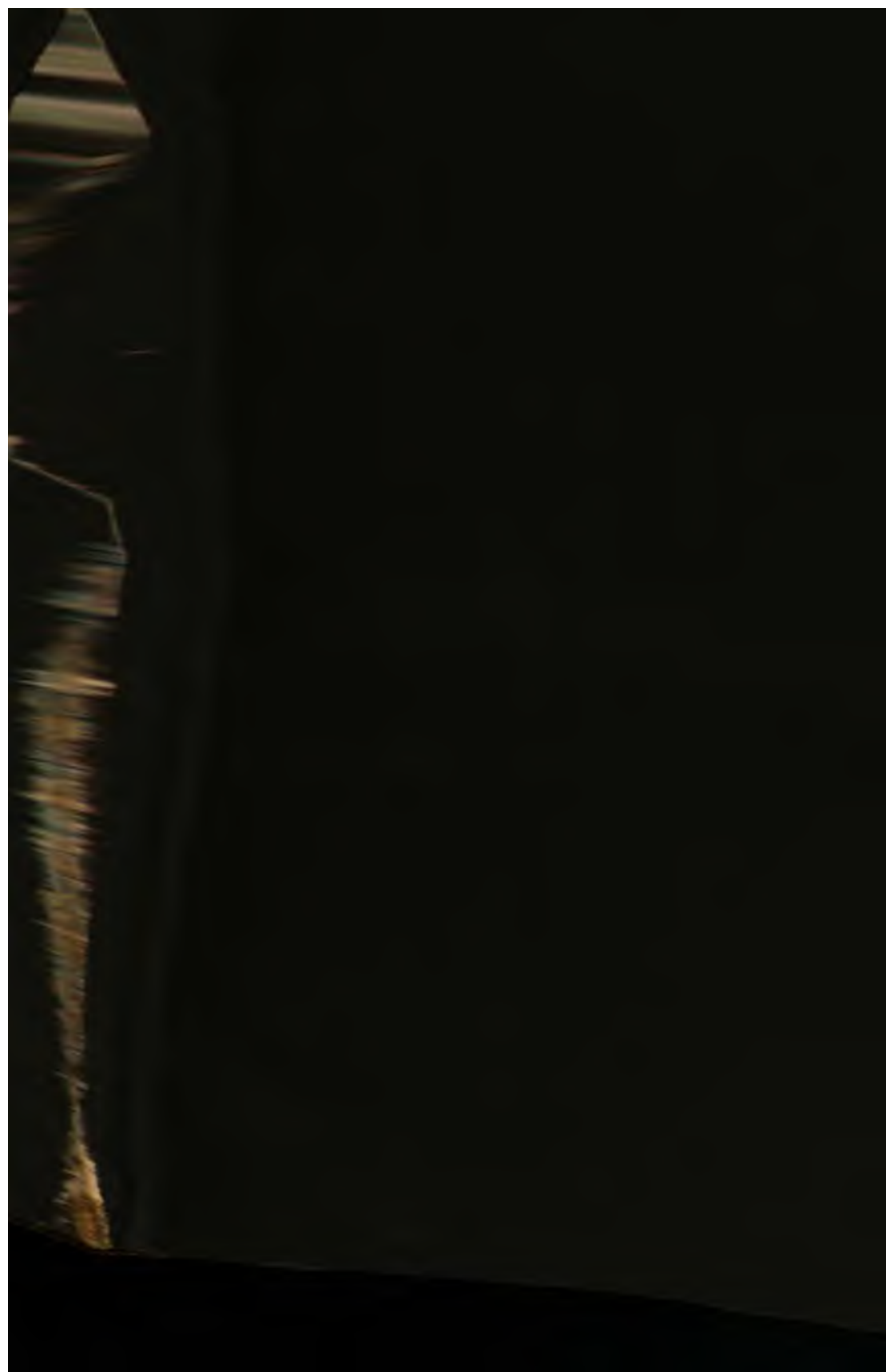
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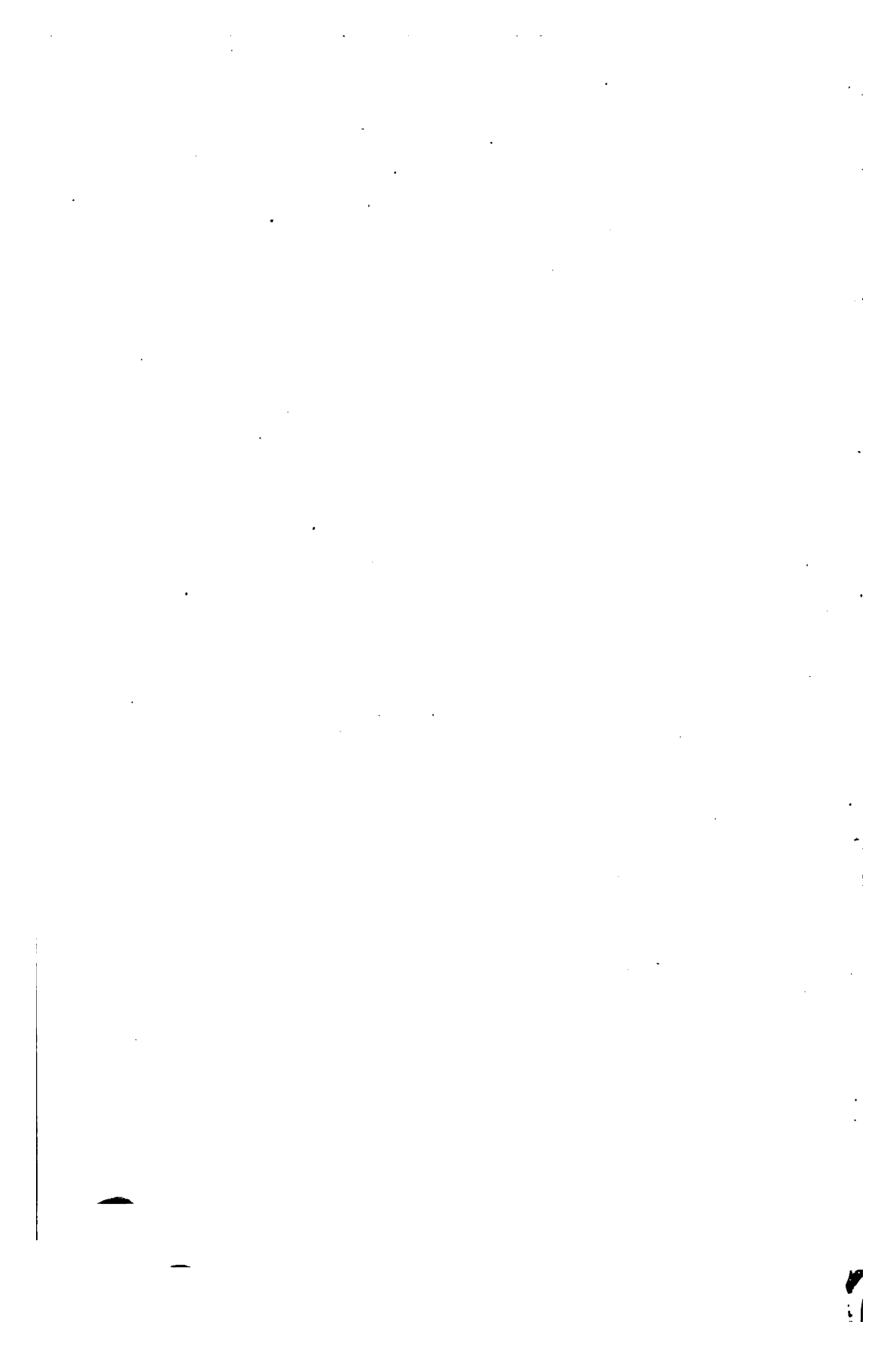
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QUARTER SESSIONS RECORDS.

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VOLUME IX.



THE  
NORTH RIDING RECORD SOCIETY

FOR THE  
PUBLICATION OF ORIGINAL DOCUMENTS  
RELATING TO THE  
NORTH RIDING OF THE COUNTY OF YORK



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## INTRODUCTION

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AMONG the many things in the present volume of "North Riding Records" inviting, or perhaps calling for, comment, one seems to stand forward with something like a superior claim. What I refer to is the incorporation in the contents of the volume of two or three contemporary records of a formal partition and subsequent inclosure of certain areas of land which previously had been open, undivided, and common. And the claim to notice put forward by such matters depends upon the fact that, practically, these transactions have already become things that are forgotten, and indeed things that have left not only no trace, but, for the most part, no tradition even, that they ever have been.

This may seem either to imply considerable antiquity—a space of time long enough to justify rather than only warrant oblivion—or that the transaction in question was one of little general interest, or one that affected but a few persons only, and those of small account. But the inference, in either form, would be a mistaken one: for the antiquity is not great, and the persons whose interests were affected were not a few, and, relatively to the community of which they were members, by no means insignificant.

But in order to illustrate what I am advancing as clearly as I can, I advert to the fact that, to my knowledge, there have been in what was the original parish of Danby—comprising the townships of Danby and Glaisdale, and embracing an area of nearly 23,000 acres of land—first and last, no fewer than seven (and, I believe, eight) such partitions and consequent processes of inclosure; and that, with the exception of two of them, I have met with no written record to perpetuate their memory; whilst in my intimate and always inquiring intercourse with the people of the said parish, spreading itself over a period of forty-five years, I have failed to find any living memory of either of them. Of one affecting an area of close upon 200 acres of land, and the interests of nineteen Freeholders (or the genuine 'Yeomen' of the olden time),

and dating within the last quarter of only last century, I have reason to think that no actual, practical recollection exists in the minds of half a dozen people in the whole district; while, as to the other, although it is barely eighty-five years old yet, I am strictly accurate in saying that, but for the written record of it which reposes in the quiet dignity of oblivion and unsmirched parchment in the 'Freeholders' Chest,' I have never met with even the very slightest allusion to it in the mouths of the inhabitants.

And yet such things as these are by no means unimportant matters in the economic history of a parish, or the district it may form a part of. They are historical landmarks, and, still more, most opportune and singularly helpful stepping-stones across the streams of difficulty which so often bar the progress of the historical inquirer, whose object it is to get back to the veritable past of our country's economic conditions.

If in this present Year of Grace, 1891, I cast a mind's-eye view (a very close as well as comprehensive one, extending to every individual field or inclosure in my own parish and in no insignificant portion of Glaisdale also), or avail myself of the 'bird's-eye view' afforded by the admirable six-inch Ordnance Survey, I contemplate a total acreage of inclosed and cultivated land such as to require no smaller figures than 11,250 to represent it. And if I endeavour to obtain an analogous and equally comprehensive view, as afforded by the Survey that was taken just over eight centuries back, what I see is a total of (according to my own view) twelve hundred acres of land inclosed and cultivated, as land was inclosed and cultivated then; or (according to the views of two of my friends who dissent from my mode of calculation) at most of two thousand two hundred and fifty acres. And even this enlarged estimate, it will be observed, leaves a balance of no less than nine thousand acres of land, now and for long not only walled or fenced in, but subjected to the processes of cultivation, to be accounted for as the resultant of subsequent partitioning and inclosing transactions — transactions, moreover, spreading themselves, as is known, over widely divergent periods and their concomitant economic arrangements.

It may perhaps be remarked that the parish cited is, in many particulars, an exceptional one, and that in no case can it be regarded as a typical one, or one from the economic history of which much that is of general interest or application can be learnt. But I cannot help thinking that the remark would be inapplicable in both its members. In the first place, it is scarcely so exceptional as may be by some assumed, seeing that it forms a part of a district embracing some two hundred and fifty thousand acres, all more or less of the same nature

as itself, and besides that, that it was precisely parallel in condition and circumstances to a vast number of analogous areas in a vast number of other districts of our English country. And in the second place, even if it were much less typical than it is, still the vestiges of progressive, if not gradual, inclosure could not fail to be generally instructive and, to the historical inquirer, genuinely interesting.

Because, if we look back to the time when the *terrine* could be described under the terms—"Silva pastilis tres leucas longa, et tres lata," bearing in mind at the same time that the bare moor is not included in the said estimate, we are enabled to contemplate the age of assarts, pure and simple; the age of grants of five-and-twenty acres, or upwards to a full carucate (or approximately a hundred acres), to men who became, by the terms and conditions of the grants, "liberi tenentes," and who held their grants in severalty, and dealt with them accordingly, in matters of inclosure as well as otherwise; the age of other grants, in tenancy however, not in freehold, to enterprising or improving occupiers or cultivators; the age, finally, of the coalition between the joint owners of pasturage and other rights in given localities (acquired by purchase, every one of them) for the purpose of exchanging antiquated and growingly unsatisfactory privileges against actual and tangible shares in the soil itself which supplied the origin and basis of the rights surrendered. Each of these ages, however varying or diversified the principle or principles influencing the economic action of the period, saw the clearing or 'ridding' of areas wood-begrown or stone-bestrewed, and each in its turn beheld the demarcation and protection of the clearings or riddings with fences of some sort; it might be (and was for long) of the mere temporary character of the frail but usual dead-wood hedge atop of an earthen bank or dyke; or it might be of the rude and rough dry stone wall, of which it would be a cruel slander to say that it was 'built'; its materials seeming to have been rather carelessly rolled together or artlessly piled one upon another, such modern niceties as laying in regular courses or mutually adjusted layers, with intermediate bonds or through-stones, not appearing to have as yet been patented, possibly not even thought of.

Perhaps it may help us in our attempted retrospect, if I quote a few lines from a little book written by a very clear and able author (Sir Frederic Pollock; "The Land Laws," p. 5). He says, "Let us imagine ourselves placed on some commanding point within the boundaries of a great English estate, looking over its mansion-house and its park, its fields and pastures, its woods and wastes. Over against us there rises an open hill, covered, it may be, with brilliant gorse and heather in their season, and fringed and crested with wild woods. These are

open and common lands, over which many persons have rights of putting so many beasts to graze, of cutting turf and underwood for the use of their habitations, and the like, according to the custom of the country and place. Such rights were explained by our law-books until quite recently, so as to make them fit into a complete feudal theory of land holding. They were supposed to have been granted by the lord of the manor to his tenants, or to have grown up within his domain by way of sufferance or usage, till the long-continued approval of successive lords passed from a matter of favour into a matter of right. This, or something like it, may sometimes have happened. But in general the true history is just the other way. The people who exercise the rights of common exercise them by a title which, if we could trace it all the way back, is far more ancient than the lord's. Their rights are those which belonged to the members of the village community long before manors and lords of the manor were heard of. Perhaps there are also in the neighbourhood, fields which are enclosed and cultivated part of the year, and during the other part thrown open for the common use of the several occupiers, or, it may be, of a larger class of persons. Such arrangements are relics of the time when separate ownership of land was in its infancy. These and other ancient communal rights are often vested in the inhabitants of the parish, which may well be thought to represent a still older community, and to preserve in such lingering usages some traces of its original constitution."

These extracts are perhaps sufficient for our purpose, well and to the point as the author continues to write in the subsequent paragraphs; and, 'for our purpose,' I would emphasize the sentences which speak of the "rights which belonged to the members of the village community long before manors and lords of the manor were heard of," and of "the time when separate ownership of land was still in its infancy."

It is easy to carry the mind back to a time when the people exercised rights of common "by a title which, if we could trace it all the way back, was far more ancient than the lord's." Indeed in these northern or "Danish counties" it is difficult to avoid making just such a retrospective survey. For it seems almost grotesque to assume that a system which recognized the sanctions involved in what was expressed by the Danish term 'bylaw' in all their operative fulness, whose head and centre was actually in the local or provincial Thingwall—a system which actually continued to control the action of the lord in respect of new inclosures down to the year 1650 or thereabouts—originated only at some time subsequent to the Conquest and the *de facto* still (and much) later manor of the law-books. Neither is it difficult to recognize the traces of the time when "separate ownership of land was in its infancy," although the intermediate steps between the epochs and their politics

thus formulated may have left but few such traces, and those very dimly imprinted.

But given the fact that the late mediæval lord, and down even to the time when he began to be almost a modern personage, was guided and (as I think) controlled by the advice and *de facto* consent of the "Bailiff and his officers" in all matters of allotment of what had previously been 'common,' and its subsequent, or rather consequent, inclosure, it is absolutely and obtrusively apparent that such "advice and consent" would and could only be accorded concurrently with not merely the non-infringement, but the most careful safeguarding, of the already (and from time out of mind) existing rights of the neighbouring commoners. Less than this can scarcely be postulated.

Put this into other words, or sketch it out roughly in another way, and it may be represented thus :—It is thought desirable, or the request is made, that in a given part of the lordship three separate allotments and inclosures may be made by three several parties, more than possibly, perhaps even probably occupiers of land in the near vicinity. Such inclosures, however, affect the rights and interests of commoners A, B, C, and so on to M or N, or even to the end of the alphabet. But still neither A, B, nor C, nor any other has limitless rights. Every one of them, each in his own order, is, by the very spirit of the "bylaw" system, absolutely forbidden and prevented from encroachment on, or overburdening, the common pasture. A may have a right to five summergates, ten average or autumn gates for his cattle, and to take a certain amount of brushwood for the convenience of the tenement he occupies. B may have the right, a very rare one, as I am inclined to think, of tethering a horse in the common pasture. C may have no summergates, but fifteen or twenty averish gates, and garthsel rights as well as the rest. But this is all a matter of easy calculation. A, B, C, down to Q require such and such a number of summergates, such and such a number of autumn gates, one or two, here and there, so many days' mowing, and so on throughout. We have heard of "three acres and a cow," and such of us as know what can be done in that way with limited portions of land, have laughed at it. But, at least, it helps us to see that, if among eighteen or twenty occupiers it is necessary to provide for one hundred and fifty such rights as those just mentioned, it is a simple thing, and especially in the hands of men who are practically and thoroughly conversant with the system and the district alike, to set apart so much of the *sylvā pastilis*, the rough woodland pasturage, as shall amply meet every one's just and ascertained rights and privileges.

And that is precisely what such documents as that which is printed below on pp. 245-249 touching the allotment by mutual consent of

the parties interested, of such and such an area of common pasture within the parish of Welburn, and its resulting inclosure, in reality depend upon and take their immediate origin from.

Not that all that is alleged in the preceding sentences is palpably evident in the writing adverted to ; or even inferentially apparent to such an extent as to carry inevitable conviction with it. Because there is an intermediate transaction which has to be assumed, of which, in many cases, no authentic or anything like contemporary record is known to exist, or has any such semblance of ever having been, as may be evidenced by tradition.

Fortunately, however, there is extant the fullest and clearest evidence that can be desired of the requisite nature and connected with a case that is in all respects analogous or parallel, even if we may not venture to say similar. What I refer to is not simply, or so much, the partition and inclosure of the Low Wood common pasture in Glaisdale (a copy of the award respecting which is in my possession), as the series of Counterparts of Conveyances, of all of which (as far as they are extant, with small exceptions) I have abstracts, and which supply the connecting link between the status of the Commoners relatively to the lord previously to 1650, and the status of the Commoners from 1656 and on to the date of their joint action in partitioning and severally inclosing their respective shares of the late common pasture in 1769.

The total area thus or then partitioned was 185 acres and a few perches. The total number of persons—Freeholders, all of them—interested in this area in virtue of their rights of commonage, inclusive of summergates, autumn or averish gates, an occasional right to tether a horse, rights of taking garthsel or hedge-boot, or to mow so much hay as could be compassed in a day or a given number of days, and one or two other and minor matters, was nineteen. These rights, it hardly need be said, varied greatly in composition, and as greatly in amount. Some had many beast- or cattle-gates, some had few. Here, one had many gates of one sort, and few of the other ; there, the conditions might be reversed. Only a few had the right of mowing, and only two, I think, possessed the right of tethering a horse.\* Nearly, if not quite, all had hedge-boot, and, as it would appear, restricted fire-wood privileges—restricted, I mean, to the taking of brush-wood for burning—what we now-a-days call ‘kindling.’ Timber for building and

\* This is undoubtedly noteworthy, in whatever way it is sought to account for it. Probably the explanation which will suggest itself at once to many who are conversant with the beast-of-draught usages of even a century ago, and particularly in old-fashioned or out-of-the-way places, is that, as compared with oxen, the horse was very little used in purely agricultural processes. As lately as 1847 the largest farmer in this parish used as many oxen as he did horses on his land and in ordinary ‘leading.’

repairing-purposes was obtainable by the Freeholders at large, elsewhere, and under different conditions. And the award states that these nineteen Freeholders, being "then seized in fee-simple, as tenants in common, of the parcel of pasture-ground" in question, and "each of them being entitled to a proportionable share of the said pasture and the soil thereof, according to the number of cattle-gates which each of them had therein," did by Indenture "agree that the said pasture should be set out, divided, and allotted to and amongst the said respective proprietors according to the numbers of their respective cattle-gates, and so as each of them might have proportionable share, quantity and quality considered, of the said pasture according to the number of such respective cattle-gates, in order that such allotments might be inclosed by the said respective proprietors."

Now, there are among the counterparts of conveyances, all dated in 1656, to which I have made reference above, and notwithstanding the fact that rather more than one-sixth of the total number of the said counterparts is missing, no less than eighteen specifying the circumstance that these very rights and privileges in the common pasture we are speaking about are mentioned as being, in like manner with the freehold lands named in the same conveyances actually purchased by, and made over to, the several purchasers specified in the several deeds; and these are the terms that are in the formal law language employed:—(after mentioning the lands already inclosed that are conveyed) "together with three beastgates in a pasture called &c., with garsell and other accustomed rights and privileges"; "four gates in a close called &c., and garcell their, to take, cut, and carry away for hedgeing and fenceing any parte of the closes or groundes belonginge the said messuage or tenement" (the subject of the conveyance, of course); "and also one and a half beastgate in one summer pasture in common called &c., with garsell and all other rights and privileges," &c., as before; and then again, in the same document, "three other summer gates in the same pasture with &c., as aforesaid."

And it is by aid of these records that we are enabled to recognize the source and origin of the Freeholders' rights, in virtue of which they stand in a position to agree to divide and become the "proprietors" of the several divisions or shares in the given pasture-ground in due course allotted to them.

But even this is by no means the full and satisfactory explanation of the whole transaction, and all that bears connection with it. For of necessity the question arises, as to the right or power to sell possessed by the party or parties of whom the predecessors of the Freeholders in question purchased their several rights. And indeed this is a question of no little importance; and certainly of no less complexity than im-

portance. Because, although it is quite clear who was the vendor, it is by no means clear, apart from inquiry, how much he had to sell, and what were the limitations or terms of the sale. All this is rather matter of inference than of positive information resting on precise statement.

The original "engagement, promise and agreement" bearing upon the transfer of what was sold was that "the Manor and Lordshippe of Danbye, with the demeanne lands, messuages, farmes, tenements, royalties, priviledges, and hereditaments thereunto belongynge, late the landes and possessions of Henrye, late Earle of Danbye, with theyre and everye of theyre appurtenances, shall bee sold and conveyed unto" two persons named and any others the two may elect to nominate, "uppon this speciall TRUST and Confidence:—That all and every the Tennants and Farmors within the said Manor and Lordshippe shall have full freedome and power to buy and purchase all and singuler such there severall and respective farmes and landes as are now held and enjoyed by them respectively, att such reasonable rates and values as they are now agreed to be sold att."

In the next place "Grant is made," but well on to twenty years later, by Samuell Leavingston and John Agar, the two persons specified in the earlier deed, and three others, Trustees, to Mr. J. Dawnay, "of the Mannor and Castle of Danby, with the Courtes Leete, views of Frank pledge, Courtes Barron, and perquisites and profittes of Courtes; also the site of the said Castle of Danby, and all those lands, closes, and intacks of arrable, meadow and pasture ground adjoyninge upon the said scyte of the said Castle, then in the occupation of" such and such parties. Besides this, the further grant to the same purchaser, of twenty-three several farms and tenements as specified, as well as of other lands and hereditaments, is declared, and also "of all those Free Rentes, Quitt Rents or Rentes of Assize, issuinge and goinge out of all those severall messuages, farmholdes, or tenements within the sayd mannour or Lordshippe of Danby hereafter mentioned, and parcell of the sayd mannour and Castle," specifying in all no less than eleven such farmholds or messuages, all of which of course were freehold, as is more fully set forth in the Schedule of purchasers and properties annexed. Besides these eleven freehold tenements thus alleged, we have ten others separately named in the Schedule just mentioned, as bought by the purchasers of the lands to which they severally appertained. So that this gives a total of no less than twenty-one Freeholds (of the ancient type) as existing at the time of the transfer of the Manor, Castle, and Lordship of the place.

Further still, we find this in the Counterpart which is really that of the Conveyance to Mr. Dawnay, and specifying what is called the "Grant" to him by Levingstone and his fellows:—"And whereas the



sayd John Dawnay hath been elected and chosen by the full consent and approbation of the Freeholders within the sayd mannor to be theyre Cheife Lord and purchaser of the sayd Mannor and Royalties before-mentioned, and of the Wasts and Comons thereof . . . with other the premisses above-mentioned, which was done as well for the orderinge, preservinge, and disposeinge of the sayd wasts and comons with profitts and benefitts thereof . . . for the common good and benefitt of all and every the Freeholders and theyre tennants within the sayd mannour, to the ends, intentes, and purpose that the sayd wasts and commons may not be inclosed, improved, or incroached, either by the sayd John Dawnay . . . or any other persons whatsoever . . . IT IS THEREFORE COVENANTED, granted, concluded and agreed upon by and betweene all and everye the partyes to these presentes, and the sayd John Dawnay doth covenant, promise and agree with the sayd Samuell Leavingston (and his co-Trustees) that he will not at any time after the date hereof inclose or take up in severalty, or improve for his owne use and benefitt, all or any part of the commons or wasts belonging to the sayd mannour or Castle, or otherwise willingly permitt and suffer any Freeholder or any other person or persons whatsoever to inclose or take up all or any of the sayd wasts and commons, nor any part thereof, nor shall or will at any time hereafter willingly permitt or suffer any person or persons whatsoever, save such as are or shall be his owne tennantes of all or any part of the premisses, and inhabytinge in Danby, or such as are or shall be Freeholders within the sayd mannour or theyre tennants, to grave, digge, pull upp, or gett or carry away any manner of turfes, peates, &c."

Out of the many points of significance calling for attention in the extracts thus given, the more salient appear to me to be—

That the whole body of existing tenants and occupiers form one of the parties to the transaction of sale and purchase.

That Mr. John Dawnay, the eventual purchaser of Castle, Manor, and the various rights, privileges, royalties, &c., thereto appertaining, is actually and effectively one of the said "tenants and occupiers."

That, among them, there are not less than twenty-one recognizable Freeholders in the ancient sense of *liberi tenentes*.

That they formally elect and choose, and with the approbation of the Freeholders within the said manor, Mr. Dawnay to be their chief Lord and purchaser of the manor and its Royalties, and of the wastes and commons concerned.

That this is avowedly done for the due ordering, preserving and disposing of the said wastes and commons for the common good and benefit of all the said Freeholders and their tenants within the said manor.

And that throughout the whole business their common rights are most carefully safeguarded against any and every encroachment or infringement, of whatever kind.

When we give even a moderate amount of attention to the various considerations suggested by these selected points, one of our first thoughts is very likely to be "How extremely valuable as well as interesting would be a detailed report, or at the least a *précis* of the minutes that might have been, probably were, made of the proceedings taken at the diverse conferences and consultations of the parties which must have preceded the formulation of the terms and conditions of the projected bargain and sale." But even so, it is difficult to conceive that we should have obtained a much clearer view of the potential influence of the general body of "the tenants and occupiers," in Trust for whom Levingstone and his associates were acting. We certainly should not see more clearly that it was the general body of tenants of the premises, inhabiting in Danby, or Freeholders within the said manor and their tenants, to the utter exclusion of all outsiders whatsoever, who were the contracting party of the one part, as much as the Lord of the Manor (with all and sundry its appurtenances), on the other. Certainly, with such a report or *précis* before us, we should have a clearer perception of the relative positions, as to power and rights, of the vendor and the purchasers, and of the grounds of the procedure taken in the days, both recently and long since past, on occasion of a formally sanctioned inclosure from—in contradistinction to an encroachment upon—what had hitherto been unappropriated common. For such inclosures were proceeding at the time of the transaction we are discussing. To specify but two instances :—One of considerable area is mentioned as only in part walled in ; and, as regards another, the inclosure had not as yet been commenced. But the Conveyance in this instance authorizes the fencing in of the proposed inclosure by the new proprietor "as it was formerly sett forth by the Baliffe and Officers for Sir John Danvers, late Lord of Danby." The Bailiff was and is the Lord's officer ; but the same cannot be said of those who are named "officers" acting with the Bailiff in the business in hand. They were and are—and I believe have been from time immemorial (probably or certainly preceding the Conquest)—a popular body, owing their appointment and office to election by the general body of "tenants and occupiers."

But apart from this clearer perception, as I have termed it, of the relative positions, as to power and rights, of the vendor and the purchasers, and of the grounds of the procedure taken in the matter of duly authorized inclosure of hitherto common as well as open lands, I do not think that we should be permitted or enabled to see more

clearly or distinctly that the Lord *quâ* Lord had no supreme or autocratical power in the matter; that, as to his power and rights, he was no more independent of the existing body of "tenants and occupiers," with their rights and privileges, than they, on their part, were independent of him, the Head of the Lordship, with his rights and powers, call them by whatever name we like to employ, Royalties, or any other. However these several rights, privileges, powers may have admitted of precise definition and description then, I do not think we shall be very gravely misrepresenting matters if we say that the rights, and privileges, and powers of the one appear to have been complementary to the rights, and powers, and privileges of the other. The Lord's rights, whether we call them 'royalties' or 'manorial,' were undoubtedly real and potential. But so were the rights and privileges of the tenants and occupiers, freeholders and non-freeholders, and possibly as definite as, if not more definite than, those of the Lord. We have had occasion to notice the care that was taken to obviate the possibility of inclosure of any part of the common, or any other encroachment, by the new Lord, chosen and elected (as he was) to be the chief Lord by the general body of tenants and occupiers, to his own use and benefit; and we know that it was precisely the same with respect to the Lord under the former *régime*. However much a matter of fact it might be that no single acre, no single inch, of the common could be inclosed without his sanction, it was as much a matter of fact that he himself was equally unable, *per se*, to inclose a single acre or a single inch for his own pleasure or profit.

But, as it would appear to me, the principle which underlies and explains the whole of this curious and, as I think, interesting and instructive transaction, is the principle of amalgamation. What the Lord had to sell, inclusive of manorial rights, privileges, royalties, as well as the soil or land in fee simple, the existing body of "tenants and occupiers," by and through their Trustees, covenant and agree to purchase, retaining collectively and individually their own equally real and anciently established rights and privileges; and thus all the rights of proprietorship became vested in the body of the purchasers collectively, and when the several covenanted divisional bargains had been fully and legally completed, each individual bargainer became a resultant or consequent "Freeholder" in the fullest modern sense. He owned the land he had bought, with all in the way of right or privilege that belonged to it. And that being so, if certain Freeholders, A, B, C, up to R, S, T, or even to X, Y, Z, chanced to share among them the exclusive rights to and in any definite area of inter-communable ground, it became competent to them, on common or mutual agreement and understanding among themselves, to throw all their rights, of whatso-

ever kind, inclusive of that of *de facto* proprietorship of the soil itself, into one common stock ; and the principle or principles of partition having been equally agreed upon, to receive each for himself proportionably to the amount or value of his several interest, such and such a calculated portion of the entire area of soil concerned. Such, at least, is clearly the principle proceeded upon in this singularly noteworthy case of the subdivision and final appropriation in severalty of the ancient common pasture, called the Low Wood, in Glaisdale.

As considered from the point of view thus opened up, it is at once seen that the document printed at pp. 245-249 is one of no small interest and, I think it may be added, value. The matter of regret is that we do not know the antecedent circumstances of the case as we know those attaching to the previous history of the Low Wood instance. If we did, it is probable that, amid a great and general similarity, we should find some points, whether more or fewer, notable or insignificant, of divergence, and even of difference. That would perhaps be inevitable under the divergency, according to locality, of custom of the country, manorial claim or rights, and the thousand and one other things that are known by the students of ancient law and custom to have had being and influence. The misfortune really is that we have so very few cases to fall back upon: for the very divergencies and differences adverted to as more than possible, would tend, and even more than instances of coincidence, to add to the knowledge, scanty enough in some respects, already possessed touching the ancient manor, its history, and essential peculiarities, if not even its origin and early progress.

Perhaps it may be expedient to devote a few sentences to a passing notice of the second case of analogous, rather than like, partition and allotment brought under notice on pp. 283-288. Here the partition is *de facto* between two Lords of adjacent manors, subject only to the commonable rights of four other persons or parties. The common to be divided, however, lies in two different parishes as well as in two different manors, the boundaries of the latter (and those of the parishes as well, presumably, if not as a matter of course) being perfectly well defined and ascertained. It may be on this account that, though the two principals, and equally the four others interested in a subordinate manner, are all fully and formally agreed, a part of the agreement is that an Act of Parliament shall be obtained to authorize and confirm the partition and allotments already agreed upon among the parties interested. At all events, the Act was applied for and duly obtained and acted upon. In other matters there was a sufficient amount of identity in the principles adopted by the Commissioners employed as the basis of their award. The one of the two great Lords concerned held lands and tenements of nearly double the annual value of those

held by the other, and the allotments which had to be made to the lesser parties in compensation for pasture and other rights resigned, were made in the same proportion out of the two great divisions severally allotted to the principals, and on the same principle of the annual value of the lands they held, to which lands the surrendered rights in either case belonged. Of the four parties concerned, two were landowners, the others the Master of the Hospital of Well, and the Rector of one of the two parishes containing the lands it was intended to allot and inclose.

I would only further remark that more than one reference to the matters dealt with more at length in the preceding observations will be found in the following pages. And it has been my chief motive in penning them to endeavour to illustrate, as far as might be within the space allotted, a subject that has already become more or less obscure, and is likely to pass into complete oblivion at no distant period, if not at least in part obviated by some attempt or other, such as the present, to rescue it.

As to the matter adverted to in the earlier part of the Introduction to last year's Volume of the North Riding Records, namely, the Moated Mound, Moat-hill, Moot-hill, it is again a matter of regret, that I find myself unable to add anything, either very precise or very much to the point, as regards the main question or questions at issue. I have, however, personally examined one of the Kirkcudbrightshire Moats, as these hills in that district are locally termed, the peculiar claim on my interest possessed by which lay in the fact that its local name is Mark Moat. Very little in the way of either observation or inquiry sufficed to prove that there could be no possible connection between it and the idea—almost an exploded one by this time—connected with the assumed ancient 'mark-moot.' That phantasmal notion "of unsupported conjecture" might have found a more plausible semblance of reasonableness if the name had been applied to a moated mound only about some mile and a half distant, to which, however, the more trustworthy, albeit antiquated, folkspeech had given the name of 'The Castle Hill.' Defence and not 'folk-moot,' or meeting of the people for council or the like, had evidently been the reason or cause for its construction, or (to speak more correctly) adaptation. It was a strong place by nature, made stronger yet by deep trench and palisade-crowned vallum. That too is, and to a singularly marked degree, the essential character of another of these remarkable Moats or Moat-hills with which the district in question abounds. It is one of the most striking pre-historic strong places or fortifications I have ever seen. Very much the same may be advanced with respect to the earthworks near Middleham Castle, involving, as they do, an interior mound still possessing an earthen

parapet. Another like mound with a parapet, as well as a moat on the most exposed or accessible side, at Lofthouse in this district, has been visited, and like the one at Gilling, which led to the mention of the subject in these pages, has been so altered and modified and disguised by building operations carried out upon and near it, that I was scarcely able to recognize the features which were perfectly familiar to me forty years ago. I repeat, and with even more emphasis than I used last year, that we "want a really complete list of these curious and usually well-defined earthworks."

It will be seen, on even cursorily glancing through the contents of the present volume, that it is no more deficient in many and various matters calculated to interest both the philologist and the archaeologist than either of its predecessors. I do not, however, propose to draw attention to these and such-like matters in this place; and all the less, because in most instances I have dealt with the subjects that arrange themselves under such headings in the notes.

As to the Indentures, of abstracts of which in great part the present volume will be found to consist, tolerably copious illustrations of their character and composition are given in the earlier part. Later on, however, a much more compendious process has been employed, and what may be styled the merest sketch possible of the contents of each, compatible with adequacy and correctness, has been given. Stale and dry as these records may seem to be from certain points of view, still the genealogist, the antiquarian, the inquirer after lost or obsolete or fast decaying customs, uses, expressions, will find no little to interest him, and even possibly to add to his stores of information, or at least to suggest some of the sources from which such additions may with confidence be looked for.

On the whole, casting a retrospective view over the nine volumes which now constitute the publications of the North Riding Record Society, but few will be found to question the statement that a very large amount of curious and interesting matter has been disclosed by aid of the investigation the Quarter Sessions Records have been subjected to; or, that the matter in question bears intimate relations to the history of the Riding, and in relation alike to social, economic, cultural, and progressive movement. That more might have been done with access to such sources, and with such stores at command, the Editor will be the last to deny. Conscious from the first of no little inadequacy for the task entrusted to him, all that he can say at the close of his labours, in the way of apology for any shortcomings, is that he has faithfully tried to do his best.

DANBY,

*January 15th, 1892.*

P.S.—On re-perusal of the abstract printed pp. 245–249, I would like to add to what I have said above, this; namely, that while the Welburn Moor partition and appropriation document both gives to, and receives from, the Low Wood partition much in the way of illustration and explanation, there is still a lack of certain particulars of such a nature as to make us sensible how nearly we miss having a very instructive example before us. The agreement is described as being made between the Earl of Carlisle of the one part, and fifteen others, freeholders, possibly—or at least owners of common rights—on the other. The assumption we are ready to make at first sight, or on the impulse of the moment—I think are only not justified in making—is that the agreement is an agreement between the Lord of the Manor on the one part, and those fifteen freeholders or commoners on the other. But it is not so, at least as far as the terms employed throughout the document are concerned. There is not even so much as a veiled hint as to the existence, and much more the possession, of manorial rights from beginning to end. The whole area to be divided is estimated at one hundred and sixty acres, and the rights and interest of the parties to the agreement, the Earl the one, the fifteen the other, party, are defined by and limited to the sole and exclusive property of and in the said moor, which became a divisible property only by virtue of the fifty-eight beastgates at which the said area was “stinted or stocked.” And when it comes to the partition and consequent allotment, the language employed in speaking of the Earl’s allotted share is, “I do award, allot, assign, and set out to the Rt. Honble the Earl of Carlisle . . . in severalty, in *lieu of his beastgates* in the said parcel of ground, sixty acres and five perches of land . . . in the said moor, as the same are now markt and staked out,” without any the slightest reference to any manorial or other rights exclusive of just such, and only such, rights as were possessed by the fifteen other persons who constituted the other party to the agreement. As far as appears from the document itself, the arrangement between the Earl and the fifteen is precisely the arrangement that was made among the nineteen freeholders of the Low Wood transaction, and without any the least reference to any other party standing in the same relation to them that Sir John Danvers occupied relatively to the Danby freeholders.





# QUARTER SESSIONS RECORDS.

## ORDERS MADE AT DIVERS SESSIONS.

THIRSK, Qu. Sessions at, April 24, 1750.\*

Upon the oaths of Edw. Hare of Nosterfield, in the parish of Well, husb<sup>n</sup>., and Tho. Gainforth of the same, husb<sup>n</sup>., that on the 3rd, 9th, and 11th days of January last the said Edw. Hare was owner of one grey bull, two red cows, and one hassled cow† which were in the distemper, did cause the said cattle to be killed and buried according to his Majesty's Order in Council of March 22, 1747, a certificate was granted by this Court that the said Edw. Hare was entitled to £7. 15. for the said cattle killed and buried as aforesaid; Ordered that one of the C.C<sup>s</sup>. for every division in this Riding do constantly attend the fairs, markets, and other places of public sale for horned cattle, to inspect and examine all certificates for cattle which shall be brought there for sale, in order to prevent any jobbers, farmers or others, from exposing any cattle to sale who have not had the same forty days in their custody, or otherwise from acting in any respect contrary to an Act of 1749; and in case the said C.C<sup>s</sup>. shall be prevented from attending the said fairs, &c., by sickness or other extraordinary business, the Petty Constables of the place where the fair shall be held, to make the like inspection, and to give information to a neighbouring J.P. if they find any person offending contrary to the above Order.

\* The repeated references made, and both in the text and the notes, throughout the last thirty pages of last year's Records, cannot but have attracted the reader's attention; and in that connection the Editor has thought it expedient to go through the first half of the Volume in the N. R. collection, lettered on the back "Orders—1748 to 1753," with the view of ascertaining alike when the infliction terminated, and what means of prevention or cure continued to be adopted in the interval. The latter are represented in these opening pages, and the former will be noted on arriving at the proper place.

† "HAZLED. Pronounced 'hazzeld.' Speckled red and white, or rather, with the hairs of these colours intermixed, so that it is hard to say in some cases which predominates. According to the preponderance of red or white, the beast is *dark-hazled* or *light-hazled*. Otherwise *roan* or *roaned*." (*Cleveland Glossary*.)

At GUISBROUGH, July 10, 1750.

The Thr<sup>r</sup>. to pay Mr. Fr. Taylor, C.C., 29s. for his attendance at the market towns in Rydale to inspect certificates for sale of horned cattle.

At THIRSK, October 2nd.

The Thr<sup>r</sup>. to pay Mr. Pickard, C.C. for Bulmer, 30s. for his attendance at Easingwold market to hinder cattle from being sold without proper certificates ; the Thr<sup>r</sup>. to pay the Clerk of the Peace £12. 7. for attending several adjournments on account of the distemper amongst the horned cattle, and printing two thousand Orders for that purpose, and other things ; the Thr<sup>r</sup>. to pay Mr. Fr. Taylor £1. 12. for attending fairs, &c. to inspect certificates, &c. ; the Thr<sup>r</sup>. to pay Mr. Rich. Proud £5. 18. 6. for the like.

At EASINGWOLD, January 15, 1750-51.

The Thr<sup>r</sup>. to pay Mr. Mitchelson, C.C. for Pickering Lyth, £4. for attending fairs, &c., to inspect certificates &c.

At HOVINGHAM, February 5th.

Ordered that for prevention of the spreading of the distemper now raging in the North Riding, as well as in other parts of this kingdom, a stop be immediately put to the holding of any fairs, &c., in the division of Rydale until April 11th next, and any persons that shall presume to expose any cattle to sale shall be carried before some J.P. to be dealt with &c., and that printed copies of this Order be delivered to the C.C<sup>s</sup>. to be by them distributed to the Petty Constables for the particular information of the inhab<sup>ts</sup>., farmers, &c., resorting to the said fairs.

At THIRSK, April 16, 1751.

The Thr<sup>r</sup>. to pay Mr. Proud, C.C., 6s. for his attendance at Kirby and Helmsley fairs in regard to the distemper ; the Thr<sup>r</sup>. to pay Mr. Nickson 12s. for printing Orders for stopping fairs in Rydale division.

At NORTHALLERTON, July 18th.

The Thr<sup>r</sup>. to pay Mr. Wrayther and Mr. Atkinson, C.C<sup>s</sup>. for Hang East, £7. 8. 7. for attending fairs, &c.

At THIRSK, October 8th.

A stop to be put to the holding of all fairs, &c., in the North Riding, and no person to presume to expose cattle for sale in any fair, market, common, high road, or other public place, until the next Qu. Sessions ; and printed copies of this Order to be sent to the C.C<sup>s</sup>. to

distribute to their Petty Constables, and to be by them made public in the market towns ; and also this Order to be inserted in the next *York Courant* and *York Journal*,\* and also in the newspapers printed at Newcastle-upon-Tyne.

At MALTON, January 14, 1752.

Before Sir Geo. Cayley, Barnabas Legard, Ralph Bell, Nathaniel Cholmley, Tho. Robinson, and Pleasaunce Watson, Esquires.

Upon the oaths of John Rook of Foulrise, in the parish of Bransby, yeom<sup>a</sup>., and John Bearpark, Churchwarden of the said parish, that on January 20, 1751, the said John Rook was owner of a cow which was in the distemper, did cause the said cow to be killed and buried according to his Majesty's Order in Council of March 22, 1747, a certificate was granted by the Court that the said John Rook was entitled to £2 for the said cow so killed and buried.

At THIRSK, April 7, 1752.

The fairs and markets to be open within the North Riding until the next Qu. Sessions.

At THIRSKE, October 3, 1752.

The Thr<sup>r</sup>. to pay Mr. Fr. Taylor £2. 5. 6. for attending fairs, &c. ; the Thr<sup>r</sup>. to pay Mr. Proud, C.C. for Rydale, £4. 14. for the like.

At EASINGWOLD, January 9, 1753.

The Thr<sup>r</sup>. to pay Mr. Mitchelson £4 for attending fairs, &c. ; the Thr<sup>r</sup>. to pay Mr. Proud £3. 12. 6, and Mr. Taylor £2. 1. for the like.

At THIRSK, May 1, 1753.

The Thr<sup>r</sup>. to pay Mr. Taylor £2 for attending fairs, &c. ; the Thr<sup>r</sup>. to pay Mr. Mitchelson 30s., and Mr. Proud £4 for the like ; Ordered that there shall not be any fair, &c., within this Riding after May 12th next until this Court shall otherwise Order, and that the Clerk of the Peace do get printed a sufficient number of copies of this Order, which the C.C<sup>s</sup>. are to distribute as soon as may be.

At GUISBROUGH, July 10, 1753.

Ordered that the fairs, &c., be from henceforth open'd in the two divisions of Langbarugh and Whitby Strand until further Order, and it is the opinion of this Bench that it would be at present an advantage to the whole Riding if all fairs, &c., were opened at this time, but referr themselves to the general Qu. Sessions to be holden at Northallerton on Thursday next for their approbation as to the other divisions within the said Riding.

\* These two newspapers are referred to more than once in the "Orders" as *the* two Yorkshire, at least N. R., newspapers of the day.

At NORTHALLERTON, July 12, 1753.

Ordered that all fairs, &c., within this Riding be from henceforth opened, and shall so continue until this Court shall otherwise Order.\*

### INFORMATIONS.†

Informations taken before John Hopton, Esq., September 23, 1691 :

Against Stephen Cornforth, late of Screwtun, for catching twenty unseasonable or kipper salmon in the river Swale at Morton ;

Against Marmaduke Etherington, late of Screwtun, for the like.

Against Will. Bulmer, late of Greenhills, in the parish of Ainderby Steeple, for killing ten pheasants with a handgun charged with powder and hail-shot ; against David . . . . , late of Leeming, for killing ten ducks with a hand-gun &c. ; against John Tod, late of Fairholme, yeom<sup>n</sup>., for the like ; against John Warde, late of Skipton-on-Swale, for snaring twenty partridges at Morton, not being qualified to keep nets.

The 20th of March, 1692.—A noate of the goods which was feloniously taken out of Thomas Mennell shopp, a quaker in New Malton, which was brought before me by the Constables thereof, which said goods was found in the possession of these persons which are hereunder named :—In John Willowby's possession, 13 plaine irons, two raysors, one comb, and a cork screwe ; in Mr. Anderson's possession, a knife and a forke, a paire of buckells, and a corke screw ; in John Stamper possession, one small chezell ; in Thomas Stamper

\* This appears to be the last Order made in reference to the Murrain among the Cattle. The first mention of the Plague in this Series seems to be at p. 262 of Vol. VIII., dated April 28th, 1747, and the date of the present Order is July 12th, 1753, showing that the trouble had lasted over fully six years. The serious nature of the visitation may be fairly estimated on perusal of the particulars given at p. 283 of the last Volume, wherein the losses sustained by one man alone—Daniel Calvert—are systematically detailed. In the Volume now under notice, the Schedule to which the affidavit on p. 283 was appended, is given in its parallel columns, and precise exactitude.

† What follows under this heading, and the two further headings of "Presentments" and "Petitions," is selected from among the multifarious contents of the Sessions Rolls belonging to the year 1691. There are in all no less than six Rolls belonging to this year alone, and some of them from thirty to fifty several documents. Most of them are quite valueless from any point of view, and many are curious from the merely local interest point only. Not a few, however, are of a wider range than only this, and it would have been easy to increase the extracts almost indefinitely, and in such wise that each selection should have presented something noteworthy or curious appertaining to it. But it was thought better to press on to what was of more historical interest, and which will be met with in the post-joined-lists of Papists and others, and especially in the abstracts of deeds enrolled, to be given at a not very far distant future page.

possession, three gouges, fouer chezells, fouer plaine irons, a pair of spurs, a pair of compasses, a twoo foot rule, a knife, a forke, a corke screw, twoo pair of buckels, a mortizing chezell and an inkehorn; in John Petergill possession, one chezell, twoo fyles, one gimlett, one paire of compasses, a parsey\* bitt and a knife.

The day and year abovesaid these goods above mentioned was then brought by the Constables of New Malton before me.

19th April, 1693.—George Mennell's information taken upon oath before me: who saith that he did hear John Reeves, late of New Malton, confess with the takeing of these goods above mentioned out of his father's shopp, and dispose of them to these persons which are here above named.—Geo. Mennell. Taken and sworn the day and year abovesaid, before me, Tho. Worsley.

The information of John Thompson of Whitby, appoynted press-master by Arthur, Lord Viscount Irwin, Vice-Admirall of the County of Yorke, taken upon oath the 21st day of April, 1693.

This informer saith that April 11 instant, he having impressed a seaman, servant to Tho. Haye of Whitby, master and marriner, one John Lynskell with Will. Lynskell and Rich. Stonehouse, came and rescou'd him from this informant; the said John Lynskell telling this informant that he was going to sea with him, and that he had nothing to do to press him, and should not have him, upon which the said John Lynskell assaulting this informant beat him; and the said Will. Lynskell tooke a pistoll from him, this informant, and told him if ever he was out of his now imploy he would break his neck, and hath since deny'd to return his pistoll, and the said Rich. Stonehouse abusing him by words violently beat him, and his wyfe who came to his assistance, and further saith not.—John Thompson. Taken and sworn before me the day and year abovesaid, W. Hustler.

\* It must be but a surmise, and nothing more assured, that can be put forward in the way of explanation here. I can only suspect, taking the article meant as one not at all unconnected with the other articles named in the list of goods stolen, that the relationship is with what in the Cleveland tongue was usually, and frequently is still, called a "nail-passer," in plain English, a gimlet. Halliwell, I see, moreover, gives "passer" as a Leicestershire name for a gimlet. I do not mean that I take "parsey bitt" as synonymous with gimlet, because that tool is mentioned under its proper name just before. But if its proper meaning be given to "bit," and the nature and use of the instrument called the "centre-bit" be borne in mind, I think the idea that "parsey bitt" may be a corruption of *passer-bit* or *passing-bit*, may possibly be regarded as not quite unreasonable.

## PRESENTMENTS.

Presentments at BEEDALL, July 21, 1691.

Tristram Blith, late of Starbotton, yeom<sup>n</sup>., for buying and getting into his hands twenty rough hides, value 6s. each, and selling them again without tanning them ; Tho. Metcalfe and Alexander Blith, late of Askrig, yeomen, for the like ; Rich. Dalton, shoemaker, of Ellinton, for making shoes with leather insufficiently tanned and selling them to their Majesties' subjects ; Geo. Baiteman, of Midleham, for making shoes with leather mixed with horse-skin ; Geo. Askwith of Ellingstring, shoemaker, for making shoes with leather not sufficiently tanned ; Henry Cliffe, late of Northallerton, currier, Inspector and Sealer of tanned hides, for sealing a hide not sufficiently tanned ; Will. Simpson, late of Snape, taylor, for the using the trade of a barber chyrurgeon, not having been apprenticed to it ; Timothy Wainde, late of Firby, yeom<sup>n</sup>., for uttering of false and scandalous words to the defamation of a certain Alice Bovill, viz.—“Thou bewitched my stot” ; \* the stocks at Kirby Wiske as very ruinous for want of repair, so that malefactors and disturbers of the peace cannot be imprisoned in them, and the inhab<sup>rs</sup>. of Kirby Wiske ought to repair the same ; the common pin-fold at Kirby Wiske as very ruinous for want of repair.

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PETITIONS.

These are to certify that the new house adjoining to Smarbar Hall, in Swaledale in the County of Yorke and Diocese of Chester, is sett apart for a publique meeting-house for Protestant Dissenters, and is desired may be recorded, and a certificate thereof given according to a late Act of Parliament made 1. William and Mary.

John Holland. Dan. Smith.

Pray lett him have a certificate for the house mentioned in this note.†

\* This is worth notice. I believe it is correct to say that in this case the finding of the Grand Jury was “No bill.” And the suggestion is, that had we the Sessions Rolls throughout to refer to, it might be found that many bills of the sort were thrown out, and that thus the paucity of witchcraft cases previously commented on might be explained.

† This is inserted as showing the nature and, at least, occasional form of the application made to Quarter Sessions for the licence necessary before a house or building could be set apart legally for use by nonconformist worshippers.

The humble Petition of John Lowerance of Stoxley.

Whereas the humble petitioner was a soldier in the service of King Charles I., under the command of Sir Will. Pennyman (in his own company), and in the said service suffered great dammage and now, being very old and not able to gitt out of doores to relieve myself and family, therefore humbly requests the honourable Bench to comiserate the poor condition of the humble petitioner, who shall ever pray for the &c.

To the Right Worshippfull their Majesty's Justices now assembled at the General Sessions at Beedall the humble petition of Ellen Winn, now wife of Henry Winn of Fingall.

Humbly sheweth that your petitioner was born at Aisgarth of good and honest parents, daughter of one Michael Tunstall, deceased, was a person of very good repute, of civil and honest carriage and behaviour: and as far as we know carried herself quietly, honestly, and civilly here amongst her neighbours as long as she continued at Aisgarth, insomuch we verily believe the report, slander or aspersion now laid upon her by one Susannah Edmundson of Fingall to be false: because as long as she was with us we knew no such thing by her.

We the inhab<sup>rs</sup>. of Aisgarth whose names are hereunto subscribed do certify the truth of the abovesaid petition, witness our hands, 19th day of July, 1691.

Timothy Lancaster, Vicar of  
Aisgarth.

James Thompson.

Geo. Reynoldson.

Christo. Atkinson.

Jo. Temple.

Francis Tunstall.

Gyles Atkinson.

George Walker.

Dethrak Tunstall.

Robert Ianson.

Jo. Russill.

Marmaduke Durham.

James Bowes.

William Simpson.

Michael Reynoldson.

John Beckwith.

John Atkinson.

Francis Wray.

Leonard Tunstall.

Rob. Simpson.

Christo. Tunstall.

Will. Beverley.

Tristram Walker.

Bryan Lyster.

George Atkinson.

The humble Petition of the inhab<sup>rs</sup>. of the Constabulary of Beedall sheweth that one George Harrison an inhab<sup>r</sup>. whoe formerly gott an Order of Sessions that the said Constabulary should pay him 6*d*. a week towards his maintenance when he was in distress, and hath paid him

till now : now the said Geo. Harrison is now able to work and has received every day when in work 9d. a day all this barke time, for chopping of barke, besides working of the tanner\* traid, and now at this very time is with a sister of his at Lartington, who would maintain him without any allowance of his pention.

The 6d. a week not to be paid.

#### LIST OF PAPISTS (UNDATED).

North Riding, County of York : an Alphabetical Table of the Surnames of Papists and of the Place where their Lands lye within the said Riding. (No date.)

Aspinwell, Richard.  
Anderson, George.  
Allan, James.  
Allen, Will.  
Atkinson, James.  
Arden, Amy.  
Allen, Anthony.  
Briggs, Richard.  
Bendlowes, Joseph.  
Binks, Margaret.  
Belwood, Mary.  
Blenkinsop, Peter.  
Burgis, Richard.

Belasyse, Rowland.  
Busby, Dorothy.  
Belasyse, Row<sup>d</sup>.  
Bellew, Thomas.  
Burgess, Tho.  
Brigham, Roger, Esq.  
Bury, Amy  
Crosland, Henry, of Whengby.  
„ Barbara.  
„ Charles.  
Calvert, John, of Cockerton.  
Crosland, Henry, Esq.  
Collingwood, Rob., and others.

\* This petition involves a somewhat curious question. The man is, one will hardly gainsay, a "tanner by trade." And yet he works during the "barke time" at "chopping of barke." If we look into Bardsley's "English Surnames," or Lower's "Patronymica Britannica," or any of the books of the authors who copy blindly from them, what we find is - "BARKER. A tanner, from his using bark of trees in his trade." Surely the present entry betokens a difference, at least a distinction, between a tanner by trade and one who worked at the bark employed in the trade. It is quite true that we have in "Promptorium Parvulorum" "Barkyn lethy" defined by Latin words which mean "to tan leather," and "Barkare," by words meaning "tanner," and "tannare *idem quod* Barkare": so that there can be no doubt that Barker and Tanner had come to be synonymous by the date of the Dictionary quoted. But still, our entry shows that a man who "worked at the barke" was not necessarily a "tanner"; nor yet that the converse was true. The true account seems to be that the verb "to bark leather," seems to have given origin to the noun "barker," the man whose trade it was to bark leather, *tan* and *bark* being really perfectly synonymous: the mistake made by both the authorities named, and their obsequious followers, being that they allow no other origin for the English surname Barker, than that suggested by the trade of the tanner: the truth being that nine out of ten of our English Barkers spring from men whose business-designation in the middle ages was *Bercarius*, or sheep-fold-man.



|                                       |                                      |
|---------------------------------------|--------------------------------------|
| Clark, Thomas.                        | Jagilby, John, Esq.                  |
| Clifton, Lucy.                        | „ Sir Charles.                       |
| Calvert, John, of Gweldale.           | Kingsley, George.                    |
| Cholmley, Tho.                        | Kennet, Francis.                     |
| Crathorne, Ralph, Esq.                | Knaggs, Will.                        |
| Crathorne, Elizabeth.                 | Kearton, John.                       |
| Cutler, Henry.                        | Kearton, George.                     |
| Conyers, John.                        | Kingsley, Will.                      |
| Constable, Cuthb <sup>t</sup> ., Esq. | Leach, Will.                         |
| Cockson, Anne.                        | Langdale, Marmaduke, Esq.            |
| Chomley, Fran.                        | Lodge, Anne.                         |
| Crathorne, Ralph, Esq.                | „ Miles.                             |
| Dinmore, Henry.                       | Lawson, John, Esq.                   |
| Danby, Thomas.                        | „ Sir Henry.                         |
| „ Edmond.                             | „ Will., Esq.                        |
| Dent, Chr.                            | Lodge, Chr.                          |
| Dobson, James.                        | „ John.                              |
| Dinle, Thomas.                        | Lawson, Elizabeth.                   |
| Dinmore, Will.                        | „ Sir John, Bart.                    |
| Dinle, Gab.                           | Meynell, Roger, Esq.                 |
| Fauconberg, Tho., Lord Viscount.      | Mayes, John, Esq.                    |
| Fairfax, Charles, Lord.               | Monday, Andrew.                      |
| Frankland, Anthony.                   | Metcalf, Henry.                      |
| Fairfax, Will., Lord.                 | More, Zach. Stewart, Esq.            |
| Fauconberg, L.                        | „ Thomas, Esq.                       |
| Fairfax, Charles, Esq.                | Maire, Thomas, Esq.                  |
| Galloway, Mary.                       | More, Mr. James.                     |
| Greyson, John.                        | Meynell, George, Esq.                |
| Greenwood, Cha.                       | Macklesfeild, Tho., Esq.             |
| Hardcastle, John.                     | Metcalf, Tho.                        |
| Hungate, Dame Mary.                   | Meynell, Geo., Esq.                  |
| Hodgson, Will.                        | Middleton, Tho., Gent <sup>a</sup> . |
| Hodgson, Elizabeth.                   | Maire, Francis, Gent <sup>a</sup> .  |
| Hutton, Rob. and Chr.                 | Pattinson, Joseph.                   |
| Hunt, Henry.                          | Pole, John, Esq., and his Wife.      |
| Hornsey, Francis.                     | Peart, Chr.                          |
| Harrison, Henry.                      | Paston, John, Esq.                   |
| Hodgson, John.                        | Pearson, John.                       |
| Hodgson, Francis.                     | Peirson, Will., Esq.                 |
| Heddon, Thomas.                       | Peirson, Bradshaw.                   |
| Houseman, Jane.                       | „ Francis.                           |
| Huntley, Anthony.                     | Parving, John.                       |
| Jackson, Anthony.                     | Pearson, Fran., Jun <sup>r</sup> .   |

Pinkney, John.  
 Palmes, Jane.  
 Pudsey, Thomas.  
 Petre, Mr. Benjamine.  
 Pinkney, Mr. Will  
     " Will.  
 Petre, Lady Katherine.  
 Peart, Mr. Chr.  
 Pudsey, Mich.  
 Peirson, Bradshaw, Esq.  
 Rickaby, Margaret.  
 Robinson, George.  
     " Ralph.  
 Ratcliffe, Will.  
 Reynoldson, George.  
 Stonor, Thomas, Esq.  
 Saltmarsh, Phillip.  
 Smith, Richard.  
 Stead, Chr.  
 Smith, Elizabeth.  
 Smithson, Robert.  
 Shaw, Robert.  
 Smithson, Dame Elizabeth.  
 Scroop, Simon, Esq.  
 Sturdy, Jordan.  
     " "  
 Smith, Everild.  
 Stango, Will  
 Simpson, Chr.  
 Stapylton, Dame Elizabeth.  
 Salvin, Will., Esq.

Saltmarsh, Mr. Peter.  
     " Jerrard.  
 Strickland, Roger, Esq.  
 Sandford, Will., Esq.  
 Tanckred, Sir Thomas.  
 Tootle, Jane.  
 Tempest, Stephen, Esq.  
 Thweng, Will.  
 Tunstall, Marm., Esq.  
     " Cuthbert, Esq.  
 Tankred, Waldegrave.  
 Tanckred, Walter, Esq.  
 Tancred, Charles.  
 Talbot, John, Esq.  
 Waterton, Katherine.  
 Webster, Henry.  
 White, Thomas.  
 Witham, Will., Esq.  
     " Chr.  
     " John, Esq.  
 Westwood, Thomas.  
 Winter, Sarah.  
 Witham, Mr. Lawrence.  
 Wilson, Eliz<sup>th</sup>., and others.  
 Welford, Francis.  
 Williamson, Will.  
 Wailes, Mary.  
 Webb, Sir John.  
 Witham, Anne.  
     " John, Esq.

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LIST OF PAPISTS INROLLING THEIR ESTATES SOLD 1718.

Alphabetical Table of Surnames of Papists inrolling their Estates sold since 1718.

Aspinwell, Richard.  
 Allen, Mr. James.  
 Aspinwall, Richard.  
 Allen, James.  
 Ascough, Chr.

Allen, James.  
 Anderson, George.  
 Atkinson, James.  
 Bincks, Mary (to John Autherson).  
     " Will.

Binckes, Marg<sup>t</sup>. and Will.  
 Bury and Binckes (to Gage).  
 Blake, James.  
 Binks, Will.  
 Belasyse, Tho.  
 Brigham, Roger.  
 Bendlows, Joseph.  
 Brigham, Roger.  
 Bendlowes, Joseph.  
 Berry, Mary.  
 Bendlowes, Joseph.  
 Blenkinsop, Peter.  
 Brigham, Roger.  
 Blenkinsop, Peter.  
 Bell, Ralph.  
 Colton, Samuel.  
 Cockson, Anne.  
 Cholmley, Tho. Esq.  
 „ Tho., Gent<sup>r</sup>.  
 Carpue, Joseph.  
 Cholmley, Thomas.  
 Dinmore, Will.  
 Dalton, John.  
 Dale, Gabriel.  
 Daile, John.  
 Empson, Thomas.  
 Falconberg, Thomas.  
 Foss, George ; Blenkinsop, Peter.  
 Foster, John, and others.  
 Fauconberg, Thomas.  
 Greensides, Thomas.  
 Greenup, Joseph.  
 Hoggard, Tho.  
 Hall, Joseph, Esq., and others.  
 Hatton, Richard.  
 Hargrave, Richard.  
 Huntley, Anthony.  
 Hodgson, John.  
 Kilvington, John.  
 Lawson, Henry, Bart.  
 „ „ „  
 Lowther, Eliz<sup>th</sup>.  
 Lodge, John.

Langstaffe, William, & Langstaffe,  
 Robert.  
 Lund, Jane ; Bebo, Thomas.  
 Lodge, John.  
 Lawson, Marmaduke.  
 Meynell, Mary, widow.  
 „ George, Esq.  
 „ Roger, Esq.  
 Metcalfe, Thomas.  
 Meynell, George, Esq.  
 Middleton, Tho. and John.  
 Maire, Thomas, Esq.  
 Middleton, Thomas.  
 Meynell, George.  
 „ „  
 Middleton, Thomas.  
 Meynell, Roger, Esq. to (Cowper).  
 „ Mary.  
 „ George, Esq.  
 „ Roger, Esq.  
 Middleton, Fran., Esq.  
 „ Thomas (to Lodge).  
 Midleton, Thomas  
 „ „  
 Nandyke, John.  
 Pinckney, Will. (to Barroby).  
 Pattinson, Mr. Joseph.  
 „ Eliz<sup>th</sup>.  
 Pearson, Bradshaw.  
 „ John.  
 Peart, Chr.  
 Pudsey, Mich.  
 Pattinson, Eliz<sup>th</sup>.  
 Pudsey, Mich.  
 Palmes and others.  
 Radcliffe, Will.  
 Riddall, Mark.  
 Rickersby, George.  
 Reynoldson, John.  
 Robinson, Ralph.  
 „ Anne.  
 Reynoldson, John, and Hammond,  
 Barth.

|                                  |                                                |
|----------------------------------|------------------------------------------------|
| Reed, Ann, and others.           | Stapylton, Eliz <sup>th</sup> ., to Sir George |
| Rook, John, and others.          | Cooke and others.                              |
| Reynoldson, John.                | Strickland, Roger, Esq., and                   |
| Salvin, Will., Esq., and others. | others.                                        |
| Stapylton, Elizabeth, Lady (to   | Stapylton, Eliz <sup>th</sup> .                |
| Holmes).                         | Sainthill, Humphrey.                           |
| " " to Holmes.                   | Strickland, Roger.                             |
| " " " Lister.                    | Stangoe, Will.                                 |
| " " " Somersides.                | Salvin, Thomas.                                |
| " " " Geo. Robinson.             | 'Tempest, Stephen, Esq.                        |
| " " " John Raper.                | Tunstill, Marm., Esq., to Lodge.               |
| " " " Mary Rainforth.            | Tottie, Marten, and others.                    |
| " " " Chr. Moore.                | Tunstill, Marm., Esq.                          |
| " " " Geo. Jefferson.            | " Marm.                                        |
| " " " Eliz <sup>th</sup> . Wray. | Tancred, Thomas, and others.                   |
| " " " Mich. Holmes.              | Thompson, William, and others.                 |
| " " " Anne Ingram.               | " " " "                                        |
| " " " Rich. Metcalfe.            | Thornbrough, William, and                      |
| " " " Henry Coward.              | others.                                        |
| " " " Cecily Clapham.            | West, Luke.                                    |
| " " " Rich. Bulrock.             | Witham, Will., Esq.                            |
| " " " John Fenwick.              | " Joseph, Esq.                                 |
| " " " Emmot King.                | " John, and others.                            |
| " " " Jo. King.                  | Waterhouse, Michael, and others.               |
| " " " Jos. Bendlowes.            | Williamson, William.                           |
| " " " Isabel Dickinson.          |                                                |

### LIST OF PAPISTS INROLLING THEIR ESTATES, 1736.

List of Papists inrolling their Real Estates since August, 1736 :—

|                     |                                         |
|---------------------|-----------------------------------------|
| Aspinwell, Richard. | Atkinson, Charles.                      |
| Anderson, George.   | Allen, James.                           |
| " "                 | Anderson, Messenger, Jun <sup>r</sup> . |
| Allen, James.       | Anderson, John.                         |
| " "                 | Allen, James.                           |
| Appleby, Geo.       | Anderson, Anne.                         |
| Atkinson, Charles.  | " "                                     |
| Allen, James.       | Aspinwall, Rich.                        |
| " "                 | " "                                     |
| Atkinson, Charles.  | Allen, W <sup>m</sup> .                 |
| Allen, James.       | " "                                     |
| Amaday, Elizabeth.  | Allan, James.                           |

Allan, James  
 Adamson, Thos.  
 Atkinson, Christ.  
 Bacon, William.  
 " "  
 Briggs, Mark.  
 Baker, W<sup>m</sup>.  
 Bowes, Marg<sup>t</sup>.  
 " "  
 Benson, W<sup>m</sup>.  
 Brunskill, Philip.  
 " "  
 " "  
 " "  
 Bailes, W<sup>m</sup>.  
 Bell, George.  
 " "  
 " "  
 Bullock, William.  
 " "  
 Chomley, Francis.  
 " "  
 Crathorne, Ralph (his will).  
 " Thos.  
 Custos Rotulorum.  
 Cust, Thomas.  
 " "  
 Dobson, James.  
 " "  
 " "  
 " "  
 " "  
 " "  
 " "  
 " "  
 " "  
 Downes, Joseph.  
 Danby, Thos.  
 Dinmore, John.  
 Dixon, W<sup>m</sup>.  
 Dale, Rob.  
 Dale, Eliz<sup>th</sup>. and Dorothy.  
 Danby, Thos.

Dale, Rich.  
 Earl of Exeter, &c. (Articles of Agreement).  
 Earl of Exeter, &c. (Award.)  
 English, John.  
 " "  
 Earl, Robert.  
 Fairfax, Charles.  
 Frankland, William.  
 " "  
 Gerard, Sir W<sup>m</sup>., Bart.  
 Gastell, Richard.  
 Greathead, John.  
 Gallilee, W<sup>m</sup>.  
 " "  
 " "  
 " "  
 " "  
 " "  
 Harrison, Francis.  
 Houseman, Jane.  
 Hubbersty, Zachary.  
 " "  
 " "  
 Hunton, W<sup>m</sup>.  
 Holdernes, Earl of.  
 " "  
 Johnson, Peter, and others, to Bewley and Gainforth.  
 Ingilby, John, Wife, and others.  
 " John Stephen, gent<sup>n</sup>., and Ingilby, John, Esq.  
 " Stephen  
 " John.  
 Knaggs, W<sup>m</sup>.  
 Kendall, Rich.  
 Knaggs, Isabel.  
 " "  
 " "  
 " John.  
 Kirtlan, Thos.  
 Leach, Robert.  
 Liddell, William.

Liddell, Cuthbert.

" "

Lodge, Jane.

" Dorothy.

" Thos.

" "

" "

" Edward.

" "

" Robert.

Leach, Agnes.

Metcalfe, John.

" Margaret.

Meynell, Roger, his will.

" George.

Metcalfe, Mary.

Milbourn, Samuel.

Middleton, Elizabeth.

Maire, Thomas.

Marshall, William.

Middleton, John.

" "

Metcalf, Christopher, his will.

Masham Bridge, Ground adjoining.

Maire, Thos.

Moses, Michael.

" "

Maire, Thos.

" "

" "

Moses, Michael.

Maire, Thos.

Palmes, Jane.

Passman, William.

Porritt, Jonathan.

Pearson, W<sup>m</sup>.

" Fra<sup>s</sup>.

Robinson, George.

Reynoldson, John.

" "

" "

" "

Robinson, George.

" "

Richardson, Christ.

Robinson, George.

Sturdy, Michael.

Salvin, Thomas.

Simpsons, Christopher.

Shaw, Robert.

" William.

Steuart More, Thos.

Smith, Mary, &c.

Sturdy, Thomas.

Shaw, Ralph.

Smith, Mary.

Sturdy, Thomas.

Scroop, Simon.

Scroop, Clementina Ann.

Strickland, Roger.

" "

Smith, Thos.

Scroope, Simon.

Shimmeng, John, and Parties, to

Jonathan Porritt.

Smith, Robert.

Stephenson, Wm.

Smith, Thos.

" "

Salvin, Thomas.

Thornburgh, Francis.

" "

Tootle, Hugh.

" "

" "

Vice-Admiral of the County of York.

Wilson, Francis.

Williamson, Willam.

Wilson, Francis.

Williamson, William.

Witham, Thomas.

" "

" "

" "

Whytell-Lowe, Charles.

" "  
West, John" "  
Wilkinson, Christ'.

Weatherill, Thos.

Wilson, Wm.

" "

" "  
Wilkinson, Christopher.

Walbran, John,

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LIST OF PERSONS TAKING THE OATHS TO THEIR  
MAJESTIES WILLIAM AND MARY.

A Register and Record of the names of the persons who personally appeared at the General Quarter Sessions below written, and there, in open Court, produced certificates of their having received the Sacrament of the Lord's Supper according to the custom of the Church of England, at the hands of the respective Ministers and Churchwardens of their respective Parishes, and of the Parish Churches where they received the said Sacrament, and severally made proof of the truth of the same by the oath of two credible witnesses, according to the form of the Statute &c. : and immediately after delivering the said certificates and proofs between the hours of nine and twelve in the forenoon, respectively subscribed, according to the said Statute, the oath mentioned and contained in the Statute of 1 William & Mary, intituled : An Act for the abrogating the Oathes of Supremacy and Allegiance and appointing other Oathes ; and subscribed a certain declaration mentioned in 25 Charles II., intituled : An Act for preventing of dangers that may happen from Popish Recusants, and a certain other declaration mentioned in 30 Charles II., intituled : An Act for the more effectual preserving the King's Person and Government by disabling Papists from sitting in either House of Parliament.

At THIRSKE, April 9, 1689.

Before John Gibson and Constable Bradshaw, Esquires.

And by adjournment at Helmsley, May 14, before the same Justices.

And at RICHMOND, May 21.

Before Sir Will. Frankland, Sir Chr. Wandesford, Leonard Smelt, and John Wastell, Esquires.

And at THIRSKE, May 28.

Before Sir Will. Frankland, Sir Chr. Wandesford, Sir Tho. Pennyman, Sir Will. Hustler, Leonard Smelt, John Wastell, Rich. Peirse, John Lowther, Roger Talbot, Tho. Pulleine, Rob. Walters, Rich.

Darley, Henry Crosland, Tho. Strangwayes, John Hopton, and Tho. Bendlowes, Esquires.

And at THIRSK, June 13.

Before Sir Will. Frankland, Sir Mark Milbanke, Sir Tho. Pennyman, Sir Will. Hustler, Leonard Smelt, John Wastell, Rich. Peirse, Tho. Worsley, Roger Talbot, John Beilby, Rob. Walters, Rich. Darley, Henry Crosland, Tho. Strangwayes, John Hopton, and Tho. Bendlowes, Esquires.

And at HELMSLEY, June 20.

Before Tho. Worsley, Henry Crosland, and Tho. Strangwayes, Esquires.

And at BEEDALL, June 25.

Before Sir Marm. Wyvell, Sir Will. Frankland, Sir Mark Milbanke, Sir Chr. Wandesford, Leonard Smelt, John Wastell, Rich. Peirse, John Hutton, Fr. Wyvell, and Tho. Bendlowes, Esquires.

And at NORTHALLERTON, July 1.

Before Sir Chr. Wandesford, Leonard Smelt, John Wastell, Rich. Peirse, and John Hopton, Esquires.

May 28.

Thomas Pulleine of Hemsley Esq.  
George Norton of Disforth, Esq.  
Will. Osbaldeston parish of Cold Kirby, Esq.  
Bryan Kitchingman of Fawdington, gent.  
Tho. Stubs of Topcliffe, yeom.  
John Wastell of Bolton-on-Swale, Esq.  
Will. Robinson of Newby, Esq.  
John Turner of Topcliffe, yeom.  
John Storzaker junr., of Hutton Conyers, gent.  
Chr. Denton of Nawton, gent.  
Thomas Denton of Lund Coate, gent.  
Will. Cressy of Thirsk.  
Thomas Story of Old Byland.  
George Bosomworth of Thirsk.  
John Kettlewell of Topcliffe, gent.  
Chas. Tankred of Arden, Esq.

June 13.

Thomas Worsley of Hovingham, Esq.  
Rich. Darley of Auldby, in the parish of Bössall, Esq.  
George Barton of Cawton, gent.  
Roger Talbot of Woodend, Esq.  
John Talbot of Woodend, gent.  
George Duning of Mount Parke.  
Rich. Peirse of Hutton Bonvill, Esq.  
Robert Walters of Cundall, Esq.  
George Harland of Calvis, gent.  
Thomas Pennyman of Ormesby, Bart.

June 25.

Thomas Bendlowes of Howgrave, Esq.  
Will. Moore of Newton Grange, gent.  
Mark Milbanke of Harmaby, Bart.



July 1.

Timothy Nicholson of . . . ,  
gent.  
Leonard Smelt of Kirby Fletham,  
Esq.  
Will. Davill of Kirby Fletham,  
gent.  
Forster Pleasaunce of Northaller-  
ton, gent.  
Chr. Wandesford of Kirklington,  
Bart.  
Henry Frankland of Thirkleby,  
gent.

At Sroxley, July 16, 1689.

Rich. Graham of Norton Conyers,  
Bart.  
Bryan Stappylton of Myton, Bart.  
Daniel Lascelles, gent.  
John Pilley, gent., Collector of  
Excise.  
Will. Man of Hemsley, Gauger.  
Wrightington Taylor, Gauger.  
John Cooper of Thirske, Gauger.  
Rich. Welles, Gauger.  
Jonathan Hayes, Gauger.  
Sackvill Netmaker, Gauger.  
Will. Marshall, Gauger.  
John Pile, Gauger.  
John Capell, Gauger.  
Syrath Taylor, Gauger.  
Edward Horner, Gauger.  
Edward Pearson, Supervisor of  
Excise.  
Will. Pearson, Gauger.  
Samuel Cockayne, Gauger.  
Elisha Hall, Gauger.  
Gabriel Robinson, Gauger.  
Roger Dickinson, Gauger.  
Jonathan Troy, Gauger.  
Will. May, Gauger.  
Chr. Smith, Gauger.  
Joseph Barker, Gauger.

VOL. IX.

John Hodgson, Gauger.  
Will. Coates of Thirske, gent.  
Thomas Thorrowgood of Sutton,  
Gauger.  
Thomas Hiccox of Easingwould,  
Gauger.  
Robert Barnard, Gauger.  
Chr. Nicholson of Beedall.  
Edw. Duning, gent.  
Will. Osbaldstone, parish of Cold  
Kirby, Esq.  
Will. Frankland of Thirkelby,  
Bart.  
Rich. Browne, Gauger.  
Perigren Lascelles of Whitby,  
gent.

July 17.

Thomas Strangwayes of Picker-  
ing, Esq.  
Henry Crosland of Hemsley, Esq.  
Mark Milbanke of Halnaby, Bart.  
Thomas Gower of Lowe Hutton,  
Esq.  
Nath. Harrison of New Malton,  
gent.  
Will. Hustler of Acklam, Knight.  
Thomas Lownsedale, gent.

July 28, 1689.

Ralph Yoward, gent.  
Thomas Maynard, gent.  
David Fowlis of Gisbrough, Bart.  
Will. Chapman of Little Moore-  
some, gent.  
Thomas Chaloner of Gisbrough,  
gent.  
Robert Saunders, parish of Gis-  
brough, gent.  
Will. Chaloner of Gisbrough, Esq.

July 22.

Thomas Pennyman of Ormesby,  
Bart.

C

Will. Cayley of Brompton, Bart.  
 John Gibson of Welburne, Esq.  
 John Hopton of Hingerside in  
 the parish of Ainderby Steeple,  
 Esq.  
 Rich. Darley of Buttercrambe,  
 Esq.  
 Constable Bradshawe of Nun-  
 thorpe.  
 George Shiffeild of Hutton  
 Bushell, Clerk.  
 Tho. Ellis of Hackness, Clerk.

At RICHMOND, July 30, 1689.

Abstrupas Danby of Slennigford,  
 Esq.  
 Francis Wyvill of Spennythorne,  
 Esq.  
 Roger Lee of Pinchingthorpe,  
 gent<sup>n</sup>.  
 Timothy Booth of Thirske, gent<sup>n</sup>.  
 Will. Bowes of Streatlam Castle  
 in the County of Durham,  
 Knight.  
 Jas. Pennyman of Hutton Lockris,  
 gent<sup>n</sup>.  
 John Lowther of Sexhowe, Esq.  
 Geo. Potter of Stoxley, gent<sup>n</sup>.  
 Will. Stoope of Tanton, gent<sup>n</sup>.  
 Tho. Worsley of Hovingham,  
 Esq.  
 Leon. Smelt of Kirby Fletham,  
 Esq.  
 Rich. Peirse of Hutton Bonvill,  
 Esq.

July 31, 1689.

Harrington Bouchier of Bening-  
 brough, Knight.  
 Thomas Lambert of Bainbridge,  
 gent<sup>n</sup>.  
 Rob. Walters of Cundall, Esq.  
 John Hutton of Maske, Esq.  
 Will. Topham of Leckby, gent<sup>n</sup>.

Marm. Wyvill of Constable Bur-  
 ton, Bart.  
 Chr. Wandesford of Kirklington,  
 Bart.  
 Henry Frankland of Thirkleby,  
 gent<sup>n</sup>.  
 Roger Talbot of Wood End,  
 Esq.  
 John Wastell of Bolton, Esq.

At THIRSK, October 8, 1689.

Bryan Stapylton of Myton, Bart.  
 George Watson of Old Malton,  
 gent<sup>n</sup>.  
 Tho. Worsley of Hovingham,  
 Esq.  
 Rich. Winniat, gent<sup>n</sup>.  
 Will. Chaytor of Croft, Bart.  
 Will. Pennyman, Esq.

October 29, 1689.

Thomas Bendlowes, parish of  
 Kirklington, Esq.  
 John Peirse of Lazenby, Esq.  
 John Hopton of Hingerside,  
 Esq.  
 Daniel Lascelles, Esq.  
 Edw. Duning of Brompton, gent<sup>n</sup>.  
 Edmond Barstow, gent<sup>n</sup>.  
 Chr. Pinkney of Eryholme, gent<sup>n</sup>.  
 Man. Dowson of Loftus, gent<sup>n</sup>.  
 Rob. Lumley, gent<sup>n</sup>.  
 Chr. Wandesford of Kirklington,  
 Bart.  
 Geo. Bosomworth, gent<sup>n</sup>.

November 7, 1689.

Tho. Pennyman of Ormesby,  
 Bart.  
 Will. Hustler of Acklam, Knight.  
 James Pennyman of Ormesby,  
 Esq.  
 Geo. Potter of Stoxley, gent<sup>n</sup>.

November 12, 1689.

Henry Crosland of Hemsley, Esq.  
Will Moore of Newton Grainge,  
Esq.  
Geo. Barton of Cawton, Esq.  
Rich. Bowes of Stonegrave, gent<sup>n</sup>.

At HEMSLEY, January 14, 1690.

Edw. Hutchinson of Wickham,  
Esq.

John Daunt of Whitby, gent<sup>n</sup>.  
John Biggin of Whitby, gent<sup>n</sup>.  
Will. Grey of Aislaby, gent<sup>n</sup>.  
Rob. Walters of Cundall, Esq.  
Timothy Bagwith of Whitby,  
gent<sup>n</sup>.

John Read of Yarome, gent<sup>n</sup>.  
Tho. Strangeways of Pickering,  
Esq.

Samuel Skelton of Midleton,  
gent<sup>n</sup>.

Thomas Lownsdale of Maltby,  
gent<sup>n</sup>.

Henry Postgate, parish of Filing-  
dales, gent<sup>n</sup>.

John Garbut of Hemsley, gent<sup>n</sup>.

James Warde of Whitby, gent<sup>n</sup>.

Charles Collinson of Brompton,  
Clerk.

Tho. Metcalfe of St. Mary Gate,  
Esq.

At RICHMOND, January 21, 1690.

John Lilforth of Gisbrough, gent<sup>n</sup>.  
Francis Wyvill of Spenithorne,  
Esq.

Will. Thornton of Askrig, gent<sup>n</sup>.

Tho. Smith of Cams-House,  
gent<sup>n</sup>.

Marmaduke Wyvill of Burton  
Constable, Bart.

John Hutton of Maske, Esq.

Will. Chaytor of Croft, Bart.

Edward Brash of Melsonby,  
gent<sup>n</sup>.

John Storzaker of Hutton Con-  
yers, gent<sup>n</sup>.

At WHITBY, January 28, 1690.

Arundell Bull of Whitby, gent<sup>n</sup>.

At KIRKCLINGTON, February 19.

Chr. Wandesford of Kirklington,  
Bart.

At THIRSKE, April 29, 1690.

George Middleton of Shipton,  
gent<sup>n</sup>.

John Kettlewell of Topcliff,  
gent<sup>n</sup>.

Bryan Kitchingman of Fawding-  
ton, gent<sup>n</sup>.

Tho. Stubs of Topcliffe, gent<sup>n</sup>.

Roger Talbot of Woodend, Esq.

George Harland of Calvis, gent<sup>n</sup>.

George Duning of Mount Parke,  
gent<sup>n</sup>.

Chas. Hill of Coxwoud, gent<sup>n</sup>.

May 1, 1690.

Chr. Goulton parish of Husth-  
waite, gent<sup>n</sup>.

Sam. Pybus of Thirske, gent<sup>n</sup>.

Timothy Booth of Thirske,  
gent<sup>n</sup>.

Math. Morley of Thirske, gent<sup>n</sup>.

Tobias Tomes of Thirske, gent<sup>n</sup>.

At NORTHALLERTON, May 12,  
1690.

John Topham of Norton in Luto,  
gent<sup>n</sup>.

At BEEDALL, May 13.

John Storzaker of Hutton Con-  
yers, gent<sup>n</sup>.

At SUTTON-IN-THE-FORREST,  
May 20.

Barrington Bouchier of Bening-  
brough, Knight.  
Lumley Richardson, gent<sup>n</sup>.

At RICHMOND, May 27.  
Thomas Gyll, jun<sup>r</sup>., of Barton,  
gent<sup>n</sup>.

At HEMSLEY, July 15.  
Will. Chaytor of Croft, Bart.  
Nath. Harrison of New Malton,  
gent<sup>n</sup>.

At RICHMOND, July 22.  
John Elsley of Melmerby, gent<sup>n</sup>.  
John Robinson of Thornton,  
Clerk.

At NEWBY ON-SWALE, July 30.  
Will. Robinson of Newby-on-  
Swale, Bart.

At SUTTON-IN-THE-FORREST,  
August 12.  
John Harland of Sutton in Gal-  
trees, gent<sup>n</sup>.

At THIRSKE, October 7.  
Mark Milbanke, parish of Croft,  
Bart.  
Tho. Worsley of Hovingham,  
Esq.  
Math. Dodsworth of Seazey,  
Clerk.  
Tho. Place of Well, gent<sup>n</sup>.

At NEW MALTON, January 13,  
1691.  
Will. Pennyman of the City of  
York, Esq.  
Will. Walker, of Thornton Clerk.

At RICHMOND, January 20, 1691.  
John Storzaker of Hutton Con-  
yers, gent<sup>n</sup>.  
Geo. Fothergill of Ripon, gent<sup>n</sup>.  
Tho. Caygill of Bainbridge.

At THIRSKE, February 24.  
Anthony Wharton of Gilling, Esq.  
Samuel Wilson of Scalby, Clerk.  
Rich. Richardson of Harwood-  
dale, Clerk.

At THIRSKE, April 21.  
Will. Cayley of Brompton, Bart.  
Rob. Rodham of Rombaldkirk,  
Clerk.  
Will. Iveson of Catherick, Clerk.  
John Bolles of Scampton in the  
County of Lincoln, Bart.  
Will. Osbaldeston, parish of Cold  
Kirby, Esq.

At STOXLEY, July 14.  
Isaac Newton of Bagdale Hall,  
in the parish of Whitby, gent<sup>n</sup>.

At THIRSKE, October 6.  
John Gibson of Welburne, Esq.  
John Hill of Thornton, Esq.  
Charles Collinson of Leavisham,  
Clerk.

At RICHMOND, January 19, 1692.  
Humphrey Nedham of Richmond,  
Gauger.  
Math. Fulthorpe of Richmond,  
Gauger.  
John Storzaker of Hutton Con-  
yers, gent<sup>n</sup>.  
Forster Pleasaunce of Northaller-  
ton, gent<sup>n</sup>.  
Nicholas Robinson, parish of  
Wensley, gent<sup>n</sup>.

## At THIRSKE, April 5.

Charles Tankred of Morton, Esq.  
Constable Bradshaw of Nun-  
thorpe, Esq.

## At HEMSLEY, July 12.

Tho. Worsley of Hovingham, Esq.  
Rich. Bowes of Stonegrave, gent.  
George Barton of Cawton, Esq.  
John Graham of Dalby, Clerk.  
John Garbut of Hemsley, gent.  
Tho. Story of Old Byland, gent.  
Nath. Harrison of New Malton,  
gent.  
Chas. Tankred of Morton, Esq.  
Will. Pennyman of Thornton, Esq.  
Will. Moore of Oswaldkirke, Esq.  
Jas. Warde of Goatland, gent.  
Sam Skelton of Pickering, gent.  
Tho. Strangways of Pickering,  
Esq.  
Tho. Metcalfe, parish of Hutton  
Bushell, Esq.  
Will. Hustler of Acklam, Knight.  
Tho. Pennyman of Ormesby, Bart.  
Geo. Potter of Stoxley, gent.  
Tho. Lownesdale of Gisbrough,  
gent.  
John Read of Yarome, gent.

At NORTHALLERTON, August 2,  
1692.

Mark Milbanke of Halnaby, Bart.  
Will. Robinson of Newby, Bart.  
Bryan Kitchingman of Fawding-  
ton, gent.  
Tho. Stubbs of Topcliffe, gent.  
John Kettlewell of Topcliffe, gent.  
Rob. Walters of Cundall, Esq.  
Samuel Pybus of Thirske, gent.  
John Hutton of Maske, Esq.  
Abstrupus Danby Knight.  
Roger Talbot of Wood End, Esq.

Geo. Harland of Cawvis, gent.  
Geo. Duning of Mount Parke,  
gent.  
John Bowes of Wycliffe, Clerk.  
Will. Chaytor of Croft, Bart.  
Tho. Lambert of Bainbridge,  
gent.  
Franc. Wyvill of Spennythorne,  
Esq.  
Jerome Robinson of Spenny-  
thorne, gent.  
Bryan Stapylton of Myton, Bart.  
John Dodsworth of Watlas, Esq.  
Marm. Wyvill of Burton Con-  
stable, Bart.  
John Hopton of Hingerside, Esq.  
Tho. Lascells of Sowerby, gent.  
Ralph Hopton of Northallerton,  
gent.  
Timothy Booth of Thirske, gent.  
[One name quite illegible here.]  
John Peirse of Lazenby, Esq.  
Tho. Lascelles of Northallerton,  
Esq.

## At THIRSKE, October 4, 1692.

Joseph Scatcherd of Alne, Clerk.  
John Dade of Stillington, Clerk.

## At HEMSLEY, January 10, 1693.

John Storzaker, junr., of Hutton  
Conyers, gent.  
Rob. Starke of Whitby, gent.  
Chr. Wright of Whitby, gent.

## At THIRSKE, April 25.

John Smelt of Ainderby Steeple,  
Esq.  
Will. Whitehead of Broughton  
Grange  
Rob. Starke of Whitby, gent.  
Timothy Bushell of Ruswarpe,  
gent.

Rob. Litton of Cundall, Clerk.  
 Chas. Clerke of Kirby-on-the-Moor, Clerk.  
 Will. Stonehouse of Stanghow.

At THIRSKE, October 3.

Henry Frankland of Kirby Flet-  
 ham, gent.  
 Chr. Wastell of Great Fencoate,  
 gent.  
 Thomas Place of Well, gent.

At HEMSLEY, January 9, 1694.

Chas. Tankred of Morton, Esq.  
 Chr. Goulton of Hushwaite, gent.  
 John Storzaker, junr., of Hutton  
 Conyers, gent.  
 Tho. Layborne of Bulmer, Clerk.

At RICHMOND, January 16.

Ralph Wren of Rookby, Clerk.

At THIRSKE, April 17.

Chr. Sollitt of Ebberston, Clerk.  
 Tho. Hodgson of Coxwold, Clerk.

At BEEDALL, August 21.

John Robinson of Lestingham,  
 Clerk.  
 Bartram Warde of Whitby.

At THIRSKE, October 2.

Chas. Neile of Northallerton,  
 Clerk.

At HEMSLEY, January 15, 1695.

Mark Pulleine of Shipton, gent.  
 John Storzaker, junr., of Hutton  
 Conyers, gent.  
 Jerome Idle of Bulmer, gent.  
 John Denton of Newton, Clerk.  
 Tho. Hassell of Seamer, Clerk.

At RICHMOND, January 22, 1695.

Henry Stapylton of Marske,  
 Clerk.

At THIRSKE, April 12.

Henry Frankland of Kirby Flet-  
 ham, Esq.  
 Rob. Jeggon of Shipton, gent.

At NORTHALLERTON, July 23.

Thomas Davile of Fencoate,  
 gent.

At NORTHALLERTON, January  
 21, 1696.

Timothy Iveson of Seazey,  
 Clerk.

Register of the names of those who personally appeared at the Quarter Sessions, and took the Oath mentioned in 1 William & Mary, intituled an Act for the abrogating of the Oathes of Supremacy, &c. ; and the Declaration mentioned in 30 Charles II., intituled an Act for the more effectual preserving the King's Person and Government &c.

May 28, 1689.

Will. Shawe of Beedal, gent.  
 Will. Dale of Thirske, gent.  
 John Tireman of Felixkirke, Clerk.  
 Forster Pleasaunce of Northaller-  
 ton, gent.

Rob. Bell of Thirske, gent.  
 Timothy Plats of Topcliffe, Clerk.  
 George Meriton of Northallerton,  
 gent.  
 Joseph Midgeley of Thirske,  
 Clerk.

Wilfrid Moore of Cundall, Clerk.  
 Geo. Watson of Old Malton, gent<sup>n</sup>.  
 Seth Elcocke of Kirby Wiske,  
 Clerk.  
 Will. Tyson of Thirkleby, Clerk.  
 John Bell of Dalton, gent<sup>n</sup>.  
 John Hood of Richmond, gent<sup>n</sup>.  
 Henry Sayer of Northallerton,  
 gent<sup>n</sup>.  
 John Raper of Burniston, gent<sup>n</sup>.

June 13.

Will. Frankland of Kirby Knowle,  
 Clerk.  
 Henry Browne of Coxwoud,  
 Clerk.  
 John Jackson of Seasay, Clerk.  
 Tho. Parker of Thormondby,  
 Clerk.  
 Will. Dove of Appleton, Clerk.  
 Elnathan Baine of Newton, Clerk.  
 Chas. Man of Gilling, Clerk.  
 Thomas Mosley of Overton, Clerk.  
 Andrew Taylor of Old Byland,  
 Clerk.  
 Thomas Barber of Farlington,  
 Clerk.  
 Thomas Slinger of Hemsley,  
 Clerk.  
 Geo. Place of Thornton Steward,  
 Clerk.  
 John Hall of Ainderby Steeple,  
 Clerk.  
 John Foster of Skelton, Clerk.  
 John Ullathorne of Ampleforth,  
 Clerk.  
 Martin Call of Brompton, gent<sup>n</sup>.  
 Henry Howlet of Holtby, Clerk.  
 John Waite of Warthill, Clerk.  
 Will. Wilson of Ebberston, Clerk.  
 Francis Wykes of Crambe, Clerk.  
 Chas. Howlet of Alne, Clerk.  
 Sam. Wilson of Stonegrave, Clerk.

Rich. Foster of Cowsby, Clerk.  
 Leon. Jenkinson of Masham,  
 Clerk.  
 John Jameson of Arkengarthdale,  
 Clerk.  
 Tho. Hodgson of Coxwoud,  
 Clerk.  
 Tho. Clerke of Sigston, Clerk.  
 Rob. Stoope of Thornton Watlas,  
 Clerk.  
 Rich. Swainston of Eryholme,  
 Clerk.  
 Andrew Wilson of Eryholme,  
 Clerk.  
 Chr. Skaife of South Otterington,  
 Clerk.  
 John Lee of South Kilvington,  
 Clerk.  
 John Dun of Pickhall, Clerk.  
 John Chettle of Leake, Clerk.  
 Will. Raley of Thornton-in-the-  
 Street, Clerk.  
 Phillip Rapier of Boltby, Clerk.  
 Tho. Hawkswell of Kirby Flet-  
 ham, Clerk.  
 Luke Smelt of Welbury, Clerk.  
 John Russell of West Rownton,  
 Clerk.  
 Rob. Booth of West Harlsey,  
 Clerk.  
 James Whitlawe of Sand Hutton,  
 Clerk.  
 Tho. Skelton of Scawton, Clerk.  
 Geo. Shemell of Osmotherley,  
 Clerk.  
 Rob. Kendall of Midleton, Clerk.  
 Roger Store of Nunington, Clerk.  
 Nicholas Grey of Normanby,  
 Clerk.  
 Rob. Staveley of Pickering, Clerk.  
 John Wyley of Lyth, Clerk.  
 Thomas Shepheard of Kirby-  
 mooreside, Clerk.

June 20, 1689.

Geo. Scot of Oswaldkirke, Clerk.  
 Chr. Wright of Sneaton, Clerk.  
 Leon. Conyers of Kirby Misperton, Clerk.  
 Sam. Pawson of Brafferton, Clerk.  
 Rich. Leake of Kirkdale, Clerk.  
 Chr. Dowker of Great Edston, Clerk.  
 Will. Proud of Eskdale, Clerk.  
 Elias Micklethwaite of Terrington, Clerk.  
 Laurence Hassell of Bulmer, Clerk.  
 Matthias Boyes of Whenby, Clerk.  
 Ralph Tunstall of Lastingham, Clerk.

June 25, 1689.

Symon Hutchinson of Tanfeild, Clerk.  
 Peter Samwayes, Professor of Sacred Theology, Rector of Beedall.  
 Henry Murthwaite of Birkby, Clerk.  
 Will. Mayson of Wensley, Clerk.  
 Rich. Tatham of Lartington, Clerk.  
 [G]eo. Grey of Burniston, Clerk.  
 John [Wea]therill of Screwton, Clerk.  
 Rob. Nicholson of Beedall, Clerk.  
 Nath. Bucke of Hawkswell, Clerk.  
 John Carter of Wath, Clerk.  
 Sam. Hulme of Burniston, Clerk.  
 Thomas Smelt of Langton, Clerk.  
 Will. Cooper of Danby Wiske, Clerk.  
 Chr. Coleby of Midleham, Clerk.  
 John Barnet of East Witton, Clerk.  
 Mich. Waggit of Marrick, Clerk.  
 Adam Key of Beedal, Alehouse-keeper.

Jas. Rooth of Northallerton, yeom<sup>a</sup>.

Rob. Smith of Fingall, Clerk.  
 Tho. Hutton of Maske, Clerk.  
 John Shawe of East Cowton, Clerk.  
 Tobias West of Grinton, Clerk.  
 John Raw of Well, Clerk.  
 Tho. Gladston, gent<sup>a</sup>., Gauger.  
 John Barker, gent<sup>a</sup>., Gauger.  
 Geo. Harker of Northallerton, gent<sup>a</sup>.  
 Israel Tyton, gent<sup>a</sup>., Gauger.

July 1, 1689.

J. Adams of Wickerley, Clerk.  
 Geo. Foggerthwaite of Bolton, Clerk.  
 Henry Lodge of Patricke Brompton, Clerk.  
 Rich. Nicholson of South [Cowton], Clerk.  
 Rich. Godsalue of Great Sme[aton], Clerk.

At STOXLEY, July 16.

Will. Middleton of Hinderwell, Clerk.  
 John Harper of Northallerton, Clerk.  
 John Walker of Otterington, Clerk.  
 Thomas Wilson of Deighton, Clerk.  
 John Nicholson of Stanwicke, Clerk.  
 Tim. Lancaster of Aisgarth, Clerk.  
 John Thompson of Askrig, Clerk.  
 Thomas Hunter of Hawes, Clerk.  
 Will. Thompson of Bainbridge, Clerk.  
 Henry Langchester of Manfeild, Clerk.



Loftus Squire of Melsonby, Clerk.  
 Geo. Bell of Croft, Clerk.  
 Leonard Ash of Kirby-on-the-Moor, Clerk.  
 Marm. Wikes of Ellerbourne, Clerk.  
 Tho. Nicholson of Kirke Leatham, Clerk.  
 John Matthewes, gent.<sup>n</sup>.  
 Edw. Walters of Yarome, Clerk.  
 Rob. Noble of Danby, Clerk.

July 17.

Geo. Fox of Whitby, gent.<sup>n</sup>.  
 Tho. Lawson of Whitby, gent.<sup>n</sup>.  
 Will. Dudley gent.<sup>n</sup>.  
 Ralph Mickhalls gent.<sup>n</sup>.  
 James Pearson of Craythorne, Clerk.  
 Mich. Lyth of Whorleton, Clerk.  
 John Maude of Harlesey, Clerk.  
 Henry Mayson of Ingleby, Clerk.  
 Will. Stephenson of Ayton, Clerk.  
 John Beane of Bransby, Clerk.  
 Anth. Marshall of Kirby Misperton, Clerk.  
 Henry Hunter of Thornton, Clerk.  
 Henry Postgate of S[t]oupbrow, gent.<sup>n</sup>.  
 Thomas Watson of Barton, Clerk.  
 Will. Baxter of Acklam, Clerk.  
 Will. Perkins of Ormesby, Clerk.  
 Rich. Powell of Wiggington, Clerk.  
 Will. Jaques of Gisbrough, Clerk.  
 Zach. Mawman of Marton, Clerk.  
 Will. Burton of Lofthouse, Clerk.  
 John Walker of Easington, Clerk.  
 Hugh Shawe of Skelton, Clerk.  
 John Merriton of Brompton, Clerk.  
 Henry Bee of Lofthouse, Clerk.  
 Joseph Crag, of Hutton Rudby, Clerk.

Francis Nicholson of Stoxley, Clerk.  
 Rich. Eilles of Seamer, Clerk.  
 Will. Dixon of Maske, Clerk.

July 21.

John Cartwright of Old Malton, Clerk.

At RICHMOND, July 30, 1689.

Layton Eden of Hartbourne in Northumberland, Clerk.  
 Ralph Johnson of Brignall, Clerk.  
 John Johnson of Huberholme, Clerk.  
 Chr. Hall of Barton, Clerk.  
 Sam. Lindsey of Spennythorne, Clerk.  
 Rob. Rodham of Rombaldkirke, Clerk.  
 Jonathan Lewe of Barningham, Clerk.  
 Tho. Oddy of Coverham, Clerk.  
 Rich. Wharton of Bowes, Clerk.  
 John Pearse of Rombaldkirke, Clerk.  
 Leon. Wilkinson of Forcet, Clerk.  
 Henry Docker of Mukar, Clerk.  
 Ambrose Wycliffe of Wycliffe, Clerk.  
 Luke Coates of Kirby Ravensworth, Clerk.

July 31.

Edw. Hodgson of Ripon, gent.<sup>n</sup>.  
 Rob. Jackson of Newbrough, gent.<sup>n</sup>.  
 Francis Gilpin.  
 Timothy Iveson of Great Hutton, Clerk.

At THIRSKE, October 8, 1689.

Will. Prat of Bossall, Clerk.

At HEMSLEY, January 14, 1690.

R. . . . . of Egton, Clerk.

Names of the persons who appeared at the Sessions and gave certificates of having received the Sacrament of the Lord's Supper; and took the Oathes mentioned in 1. William & Mary, 25 and 30 Charles II., and 7 & 8 William III.

At PICKERING, July 25, 1696.  
Will. Cayley of Brompton, Bart.  
Peter Warner of Whitby, gent<sup>n</sup>.  
Thomas Lowson of Whitby,  
gent<sup>n</sup>.

At RICHMOND, July 21, 1696.  
John Hutton of Maske, Esq.

At THIRSKE, October 6.  
Charles Tancred of Beedall,  
Esq.  
Rich. Staines of Sowerby, Esq.  
John Hill of Thornton, Esq.  
Chris. Wandesford of Kirkling-  
ton, Bart.  
James Pennyman, parish of Stain-  
ton, Esq.  
Roger Talbot of Wood End in  
the parish of Thornton-in-the-  
Street, Esq.

At the CASTLE OF YORK,  
October 15.  
Francis Wyvill of St. Mary Gate,  
Esq.  
George Banister of the City of  
York, Esq.  
Geo. Evans of the City of York,  
Esq.  
Tho. Penrose of the City of York,  
gent<sup>n</sup>.  
Rich. Comber of the City of York,  
gent<sup>n</sup>.  
Edmond Warrington of the City  
of York, gent<sup>n</sup>.

Rich. Robinson of the City of  
York, gent<sup>n</sup>.  
Mich. Tewley of the City of  
York, gent<sup>n</sup>.  
Henry Collins of the City of  
York, gent<sup>n</sup>.  
Tho. Kemp of the City of York,  
gent<sup>n</sup>.  
Samuel Smith of the City of  
York, gent<sup>n</sup>.  
Henry Marshall of the City of  
York, gent<sup>n</sup>.  
Daniel Barton of the City of York,  
Esq.

At RICHMOND, January 19,  
1697.  
Tho. Pulleine of Bolton Hall,  
Esq.

At THIRSKE, April 13, 1697.  
Rich. Darley of Aldby, Esq.  
George Wright of Bolton, Esq.  
Darcy Dalton of Beedall, Clerk.  
Edward Harperley of the City of  
York, gent<sup>n</sup>.  
Daniel Barton of the City of  
York, gent<sup>n</sup>.  
Mich. Tewley, of the City of York,  
gent<sup>n</sup>.

At HEMSLEY, July 13, 1697.  
Thomas Crofts of Stillington,  
Esq.  
Andrew Watson of Appleton-in-  
the-Street, Clerk.

- At NORTHALLERTON, July 20,  
1697.  
Rob. Artinstall of Barton, Clerk.  
Samuel Illing, Gauger.  
Geo. Hodgson of Topcliffe, Gauger.
- At THIRSK, October 5, 1697.  
Will. Tootell of Cathericke, yeom<sup>n</sup>.
- At EASINGWOLD, July, 1697  
[? January 12, 1698.]  
Cole Mordaunt, Supervisor of Re-  
turns of Hearth-money.
- At HEMSLEY, January 11, 1698.  
John Wakefeild of Seazey, Clerk.  
Christopher Hornby.
- At RICHMOND, January 18.  
John Nicholson of Kirby Wiske,  
Clerk.  
Thomas Dunch of Thirsk, gent<sup>n</sup>.
- At THIRSK, May 3, 1698.  
Edmond Barstow of Northaller-  
ton, Esq.  
John Chapman of Wicliffe, Clerk.
- At LABORNE, July 19, 1698.  
Will. Lindsey of Sutton, Gauger.
- At THIRSK, October 4, 1698.  
Bryan Stapylton of Myton, Bart.  
Daniel Lascelles of Northallerton,  
Esq.
- At HEMSLEY, January 10, 1699.  
Roger Store of Sutton-on-the-  
Darwent, Clerk.  
Isaac Wykes of Leavisham, Clerk.  
Samuel Pybus of Thirsk, gent<sup>n</sup>.  
Alexander Dunlop of Nunington,  
Clerk.
- Will. Man, gent<sup>n</sup>.  
John Ramsey, gent<sup>n</sup>.
- At THIRSK, April 18, 1699.  
Charles Tancred of Arden, Esq.  
Ralph Moore of Whitby, gent<sup>n</sup>.  
John Sanders of Whitby, gent<sup>n</sup>.  
George Masterman of Edston,  
Clerk.
- At NORTHALLERTON, July 18,  
1699.  
George Wright of Bolton, Esq.
- At THIRSK, October 3, 1699.  
Will. Peirson of Snainton in the  
parish of Brompton, Esq.
- At HEMSLEY, January 9, 1700.  
Andrew Watson of Apleton,  
Clerk.  
John Garnit of Thornton, Clerk.
- At THIRSK, April 9, 1700.  
John Hall of Great Smeaton,  
Clerk.  
John Watson of Old Malton,  
gent<sup>n</sup>.
- At NORTHALLERTON, July 30,  
1700.  
Will. Pennyman of Yarome, Esq.  
Will. Dennison of Ainderby, *alias*  
Anderby, Clerk.  
Rich. Peirse of Hutton Bonvill,  
Esq.  
John Wastell of Bolton-on-Swale,  
Esq.  
Tho. Trotter of Kirby Fleatham,  
Clerk.  
Will. Frankland of Oswaldkirke,  
Clerk.  
John Hutton of Marske, Esq.

Roger Talbot of Wood End in  
the parish of Thornton-in-the-  
Street, Esq.

At BROMPTON, August 6, 1700.

Will. Cayley of Brompton, Bart.  
Will. Hustler of Acklam, Knight.

At KIRBYMOORESIDE, August,  
1700.

Tho. Worsley of Hovingham,  
Esq.

Rob. Denton, parish of Stone-  
grave, Clerk.

Nathaniel Harrison of New Mal-  
ton, gent<sup>n</sup>.

At THIRSKE, October 8, 1700.

Will. Moore of Oswaldkirk, Esq.  
Tho. Worsley of Hovingham,  
Esq.

Talbot Hassell of Knayton,  
gent<sup>n</sup>.

James Pennyman of Thornton,  
Esq.

Tho. Lonsdale of Guisbrough,  
gent<sup>n</sup>.

Rich. Bowes of Stonegrave, gent<sup>n</sup>.

Bryan Stapleton of Myton, Bart.

Timothy Booth of Thorpe Feild,  
gent<sup>n</sup>.

Tho. Pennyman of Ormsby, Bart.

Geo. Potter of Stoxley, gent<sup>n</sup>.

Geo. Barton of Cawton, Esq.

Newarke Beckwith of Handale  
Abbey, gent<sup>n</sup>.

John Wilson of Guisbrough, gent<sup>n</sup>.

Daniel Lassells of Northallerton,  
Esq.

Rich. Metcalfe of Romanby, Esq.

Ralph Hopton of Northallerton

Thomas Lassells of Sowerby-  
under-Cotcliffe, gent<sup>n</sup>.

Thomas Cuthbert of Thornton-in-  
le-Beanes, gent<sup>n</sup>.

Jas. Warde of Whitby, gent<sup>n</sup>.

Edw. Willey of Shiriffe Hutton,  
Clerk.

Henry Frankland of Thirkleby,  
Esq.

Rich. Darley of Aldby, Esq.

At KIRBYMOORESIDE.

John Hill of Thornton, Esq.

Thomas Strangways of Pickering,  
Esq.

Samuel Skelton of Bulmer, gent<sup>n</sup>.

At THIRSKE, April 29, 1701.

Thomas Maynard of Yarome,  
gent<sup>n</sup>.

Geo. Mathews of Yarome, gent<sup>n</sup>.

Thomas Stubbs of Cotcliffe, gent<sup>n</sup>.

John Kettlewell of Topcliffe,  
gent<sup>n</sup>.

John Pearson of Claxton, gent<sup>n</sup>.

At NORTHALLERTON, July 22,  
1701.

Marm. Wyvill of Constable Bur-  
ton, Bart.

At THIRSKE, October 7, 1701.

Philip Saunders of Whitby, gent<sup>n</sup>.

Rich. Osbaldeston of Hummanby,  
Knight.

Henry Allan of Marton, Clerk.

Will. Osbaldeston of Hummanby,  
Esq.

Arthur Cayley of Ebberston, Clerk.

Rich. Metcalfe of Thornbrough,  
Esq.

Geo. Macy of Whitby, gent<sup>n</sup>.

James Haw of Whitby, gent<sup>n</sup>.

Will. Reveley of Newby Wiske,  
Esq.

|                                                                    |                                                                |
|--------------------------------------------------------------------|----------------------------------------------------------------|
| Tho. Dowbiggin of Heighington,<br>gent <sup>n</sup> .              | Thomas Walker of Sutton-on-the-<br>Forist, gent <sup>n</sup> . |
| Edward A                      of Pickering,<br>gent <sup>n</sup> . | Tho. Metcalfe of Sand Hutton,<br>Esq.                          |
| At HEMSLEY, January 13, 1702.                                      | Samuel Skelton of Bulmer, Esq.                                 |
| John Garbut of Hemsley,<br>gent <sup>n</sup> .                     | Tho. Bawtrej of Harton, Clerk.                                 |
|                                                                    | Will. Towers of Whitby, gent <sup>n</sup> .                    |
|                                                                    | James How of Whitby, gent <sup>n</sup> .                       |

## LIST OF PERSONS TAKING OATHS TO QUEEN ANNE.

## At THIRSK.

Register of the names of those who appeared at the Qu. Sessions and took the Oath mentioned in 1 Anne, intituled an Act to declare the alteration in the Oathes appointed to be taken by the Act for the further security of her Majesty's Person and Government, and the Succession of the Crown in the Protestant line, and for the extinguishing the hopes of the pretended Prince of Wales, and all other Pretenders and their open and secret abettors, and for declaring the Association to be determined.

|                                                             |                                                         |
|-------------------------------------------------------------|---------------------------------------------------------|
| At THIRSK, April 14, 1702.                                  | John Baines of Robin Hood's<br>Bay, gent <sup>n</sup> . |
| Tho. Gill.                                                  | Will. Morley of Haweswells, gent <sup>n</sup> .         |
| Will. Perkins.                                              |                                                         |
| Will. Alder.                                                |                                                         |
| Tho. Chapman.                                               | At HEMSLEY, July 14, 1702.                              |
| Will. Morley, Rector of Hawkes-<br>well.                    | Will. Watson.                                           |
| Chr. Bowes, Rector of Normanby.                             | Tho. Nicholson, Vicar of Kirk-<br>leatham.              |
| Jaques Conyers, Vicar of Midleton.                          | Stephen Kirke.                                          |
| Rob. Kendall, Vicar of Sining-<br>ton.                      | James Nooble, Curate of Edston.                         |
| John Beckett of Whitby, gent <sup>n</sup> .                 | R. Darley.                                              |
| John Sedgewick of Whitby, gent <sup>n</sup> .               | Tho. Worsley of Horringham,<br>Esq.                     |
| Jno. Baynes.                                                | Wm. Pennyman.                                           |
| Walter Walsh, Rector of Foston.                             | Tho. Pennyman.                                          |
| Ambrose Laycock of Kirbymoore-<br>side, gent <sup>n</sup> . | J. Gibson.                                              |
| John Pratt, Vicar of Bossall.                               | Cha. Tancred.                                           |
| Will. Taylor of Sutton, gent <sup>n</sup> .                 | J. Hill.                                                |
| Val. Kitchingman of Thirkleby,<br>gent <sup>n</sup> .       | Will. Kitchingman.                                      |
|                                                             | Henry Browne, Curate.                                   |
|                                                             | Sam. Pawson, Vicar.                                     |

|                                     |                                      |
|-------------------------------------|--------------------------------------|
| Tho. Metcalfe.                      | Jo. Stockdale.                       |
| Turner Lee.                         | Jos. Duckenfeild.                    |
| John Scarth.                        | Will. Dixon.                         |
| Rob. Carr, Vicar.                   | Ja. Sayer.                           |
| Ruleard Robinson.                   | Geo. Spence, Curate of Easington.    |
| Wm. Archer.                         | Tho. Parker, Rector of Thor-         |
| Rob. Addison.                       | manby.                               |
| A. Carryer.                         | Fran. Hodgson, Curate of Kirke-      |
| Rob. Artinstall, Rector of Barton.  | dale.                                |
| Will. Key, Rector of Wiginton.      | Wm. Midleton, Rector of Hinder-      |
| Cole Mordaunt.                      | well.                                |
| Edw. Horner.                        | Wm. Jaques, Curate of Wilton.        |
| Rich. Brown.                        | Wm. Stephenson, Curate of Ayton.     |
| Tho. Hewan.                         | Will. Pearson.                       |
| James Taylor.                       | Henry Mayson, Curate of Ingleby      |
| Chr. Hornby.                        | Grenehov.                            |
| Jo. Hickington.                     | Jo. Smith, Curate of Egton.          |
| Leo. Conyers, Rector of Kirby       | Math. Hutchinson, Curate of Gill-    |
| Misperton.                          | ing.                                 |
| Tho. Bawtrej.                       | Fran. Smales, Fellow of St John's    |
| Jo. Pearson.                        | Collage in Cambridge.                |
| Tho. Mayson, Rector of Thornton.    | Chris. Bridgewater, Curate of Croft. |
| Jos. Newton, Vicar of Pickering.    | Will. Frankland, Rector of Oswald-   |
| Henry Allan, Vicar of Marton.       | kirk.                                |
| Tho. Hassell, Vicar of Seamer.      | Jo. Nicholson, Rector of Kirby       |
| Rob. Kendall, Curate of Picker-     | Wiske.                               |
| ing.                                | Tho. Lightfoot, Curate of Stan-      |
| Charles Neile, Vicar of Northall-   | wick.                                |
| erton.                              | Jo. Hall, Rector of Great Smea-      |
| Will. Iveson, Vicar of Cathericke.  | ton.                                 |
| Gab. Blakiston, Rector of Danby     | Will. Wood, Vicar of Whenby.         |
| Wisk.                               | A. Watson, Vicar of Apleton.         |
| Tho. Trotter, Vicar of Kirby Fleat- | Jo. Robinson, Vicar of Lesting-      |
| ham.                                | ham.                                 |
| Henry Hawlet, Rector of —           | Geo. Conyers.                        |
| Charles Hill.                       | Wm. Fowlis.                          |
| Fr. Goulton.                        | Jo. Strangways.                      |
| Will. Palmes, jun <sup>r</sup> .    | Cha. Man, Rector of Gilling.         |
| Tho. Barton.                        | Tho. Shepherd, Vicar of Kirby-       |
| Will. Perse.                        | moorside.                            |
| Rich. Richardson.                   | Will. Parkins, Vicar of Ormsby.      |
| Tim. Overend.                       | Rob. Warde, Rector of Stoxley.       |
| Andr. Wilson.                       | Geo. Masterman, Vicar of Edston.     |

Ja. Coates, Curate of Foston.  
 Jno. Saunders.  
 David Toestroppe.  
 Philip Saunders.  
 Will. Towers.  
 Geo. Newcombe.  
 John Simpson.  
 Tho. Ling, his mark.  
 Maurice Lisle, Curate of . . . .  
 Math. Water, Curate of . . . .  
 Chris. Goulton.  
 John Todd.  
 Tho. Hodgson.  
 Henry Bunn.  
 John Wakefeild.  
 Tho. Burton.  
 Geo. Matthews.  
 Wm. Ward.  
 Tho. Layburne, Rector of Bulmer.  
 Rob. Litton, Curate of Cundall.  
 Edw. Willey, Vicar of Sheriff  
     Hutton.  
 Jo. Beane, Rector of Bransby.  
 Franc. Nicholson, Vicar of Stain-  
     ton.  
 Rich. Elles, Curate of Seamer.  
 Sam. Skelton.  
 Geo. Will, Schoolmaster of Old  
     Malton.  
 Jo. Higginson.  
 Jno. Ward.  
 Geo. Shattershwait.  
 Sam. Illing.  
 Jos. Green.  
 Mich. Luesh, Vicar of Hutton  
     Rudby.  
 Cha. Mann, Vicar of Ampleford.  
 Will. Walker, Vicar of Sutton-on-  
     the-Foist.  
 Josh. Scatcherd, Vicar of Alne.  
 Jo. Denton, Prebendary of Yorke.  
 Allan Dunlop, Rector of Nuning-  
     ton.

Rob. Denton, Rector of Stone-  
     grave.  
 Will. Fewster.  
 Joseph Cullingworth.  
 Joseph Burgess.  
 Will. Bird.  
 Tho. Narwood.  
 Jno. Peiras.  
 Ra. Moore.  
 Tho. Duncke.  
 Will. Perkins.  
 Andrew Ridgley.  
 Will. Elliot.  
 Will. Bird, Gauger.

At BROMPTON, July 17, 1702.

Wm. Cayley.  
 Jo. Beilby.  
 Matt. Aulaby.  
 Antho. Hunter.  
 Ar. Cayley, Vicar of Ebberston.  
 Ric. Fidds, Curate of Wickham.  
 Geo. Sheffield, Vicar of Hutton.  
 Geo. Newcomb of Whitby, gent<sup>n</sup>.  
 Tho. Ling of Whitby.  
 Chris. Story.  
 John Simpson of Whitby, gent<sup>n</sup>.  
 Tho. Kirby.  
 Sam. Wilson.  
 Ambrose Phillips.  
 Will. Story, Curate of Esham.  
 Geo. Sheffield, Curate of Filing-  
     dales.  
 Geo. Peacock.  
 Will. Cossins.  
 Geo. Macy.  
 Will. Allatson.  
 James Hare.  
 Dan. Oughton, Minister of  
     Whitby.  
 Rob. Allen, Rector of Sneaton.  
 Isaac Wikes, Rector of Levisham.  
 Tho. Warde.

At the CASTLE OF YORK, July 21,  
1702.

John Wastell.  
E. Barstow.  
Tho. Crofts.  
Geo. Wright.  
Jos. Kitchingman.  
Will. Dove, Minister of Oswald-  
kirk.  
Rich. Ager.  
Hugh Smithson.  
Roger Talbot.  
Wm. Reveley.  
Franc. Wyvill.  
John Hutton.  
Seth Ager.  
Tho. Pulleine.  
Jo. Waite.  
Anthony Hunter of Thornton,  
gent.  
E. Micklethwaite.  
H. St. Quintin.  
Ralph Wakefeild.  
Rich. Staines.  
Stephen Penton.  
Andrew Taylor, Curate of Old  
Byland.  
Henry Marwood.  
Tho. Oddy, Curate of Coverham.

At KIRBY FLEATHAM, July 27,  
1702.

Leo. Smelt.  
Tho. Plaice.  
Jo. Plaice, Rector of Tanfeild.  
Henry Lodge, Curate of Tanfeild.

At NORTHALLERTON, July 28.

James Pennyman.  
Will. Mayson.  
Rich. Skaife.  
Jo. Wetherall.  
T. Maynard.

Tho. Nicholson.  
Jo. Wilson.  
Franc. Wikes.  
Edmund Tatham.  
Jo. Barnett.  
Will. Elsley.  
Jo. Kearton.  
Tho. Smelt.  
Wm. Dennison.  
Jo. Carter.  
Jo. Pratt, Vicar of Bossell.  
Franc. Crosfeild.  
Tho. Baynes.  
Wm. Hodgson.  
Chris. Scarth.  
Math. Wood.  
Ja. Metcalfe.  
Tho. Skelton.  
Jo. Gill.  
Jaques Conyers.  
Rich. Leake.  
Geo. Webster.  
Chris. Bowes, Rector of Norman-  
by.  
Rob. Woodifield.  
Will. Todd.  
Rich. Foster.  
Jo. Coates.  
Henry Frankland, Clerk of the  
Peace.  
Rob. Jackson.  
Will. Skait.  
Will. Warwick.  
Sam. Cockinsrut [?].  
Rich. Burley.  
Will. Horne.  
Jo. Chittle.  
Jo. Hutchinson.  
Chr. Wilkinson.  
Jo. Led [CL ?]  
Jo. Walker, Vicar of North Otring-  
ton.  
Ra. Conyers.



|                                  |                                  |
|----------------------------------|----------------------------------|
| Jo. Taylor.                      | Jo. Wilson.                      |
| Rob. Smith, Rector of Fingall.   | S. Alderson.                     |
| Richard Peirse.                  | Ja. Pearson, Rector of Cra-      |
| Tobias West.                     | thorne.                          |
| Jonathan Lein.                   | Luke Smelt, Rector of Welbery.   |
| Henry Stapleton.                 | Tim. Place, Vicar of Pickall.    |
| Jo. Pears.                       | Tho. Bailes.                     |
| Tho. Smith.                      | Rich. Hoggill.                   |
| Geo. Place.                      | Geo. Pemberton.                  |
| Jo. Noble.                       | Tho. Dunning.                    |
| Nich. Waggett.                   | Fran. Gilpin.                    |
| Jo. Barnett, sen'.               | Sam. Lindsey, Rector of Spenny-  |
| Jo. Barnett, jun'.               | thorne.                          |
| Tr. Kaye.                        | Ja. Lindsey.                     |
| Jo. Todd.                        | Tho. Goulding.                   |
| Tho. Gill.                       | Jo. Eyon.                        |
| Tho. Clerke.                     | Geo. Arnet.                      |
| Geo. Dawson.                     | Tho. Chapman.                    |
| Tho. Royd.                       | Tim. Iveson, Curate of Bolton.   |
| Chris. Coleby, Vicar of Midle-   | Wm. Alder.                       |
| ham.                             | J. Forker.                       |
| Luke Coates, Minister.           | Wm. Lindsey.                     |
| Jo. Forster, jun'.               | Rich. Nicholson, Curate of South |
| Tho. Archer.                     | Cowton.                          |
| James Tireman.                   | Chas. Hall, Curate.              |
| Math. Falthrop.                  | Wm. Peart.                       |
| Jo. Wardropp.                    | Pr. Baites.                      |
| Dan. Seton.                      | Jo. Catterall.                   |
| Tho. Clarke.                     | Ben. Knowles, Curate of West     |
| Geo. Gravenor.                   | Witton.                          |
| Antho. Wilkinson.                | Rich. Stapylton.                 |
| Jos. Midgley, Curate of Thirske. | Charles Clerke, Vicar of Kirby   |
| Rob. Wilson, Schoolmaster, of    | Hill.                            |
| Thirske.                         | Jo. Jamesonn, Curate of Arken-   |
| Tho. Paige.                      | garthdale.                       |
| Rob. Burrell, Curate of Aclam.   | Geo. Coupland.                   |
| Rob. Warton, Curate of Hawnby.   | Timothy Lancaster, Vicar of Ais- |
| Franc. Pemberton, Rector of      | garth.                           |
| Bedall.                          | Simon Hutchinson.                |
| Rob. Radham, Rector of Rum-      |                                  |
| baldkirk.                        |                                  |
| David Cayley, Schoolmaster, of   |                                  |
| Sowerby.                         |                                  |

At THIRSKE, October 6, 1702.  
 Rich. Darley of Buttercrambe,  
 Esq.  
 John Hutton of Marsk, Esq.  
 Tho. Pennyman of Ormesby,  
 Bart.  
 Will. Pennyman of Yarome, Esq.  
 Jas. Pennyman of Thornton,  
 Esq.  
 John Hill of Thornton, Esq.  
 John Gibson of Welburne, Esq.  
 John Hustler of Acklam, Knight.  
 John Wastell of Ainderby Steeple,  
 Esq.  
 Roger Talbot of Wood End, Esq.  
 Will. Challoner of Guisbrough,  
 Esq.  
 Will. Fowles of Ingleby Manner,  
 Bart.  
 Will. Reveley of Kirby Wiske,  
 Esq.  
 Edmond Barstow of Hingerskill,  
 Esq.  
 Rich. Peirse of Hutton Bonvel,  
 Esq.  
 Tho. Crofts of Stillington, Esq.  
 Will. Wakefeild of Hewby, Esq.  
 Charles Turner of Kirke Leatham,  
 Esq.  
 Rich. Metcalfe of Thornebrough  
 in the parish of Northallerton,  
 Esq.  
 Leonard Smelt of Kirby Fleatham,  
 Esq.  
 Franc. Wyvill of the City of York,  
 Esq.  
 Charles Tancred of Ardon, Esq.

At HINDERSKELFE, October 12,  
 1702.  
 Charles, Earl of Carlisle, Earl of  
 Merescres.  
 Tho. Worsley of Hovingham, Esq.

At BROMPTON, October 13.  
 John Beilby of Killerby, Esq.  
 John Strangeways of Pickering,  
 Esq.  
 Will. Cayley of Brompton, Bart.  
 Geo. Sheffeld of Filingdales,  
 Clerk.  
 At HEMSLEY, January 12, 1703.  
 Thomas Staines of the City of  
 York, Esq.  
 Tho. Story of Old Byland, gent<sup>n</sup>.  
 Ambrose Newton of Whitby, gent<sup>n</sup>.  
 James Warde of Whitby, gent<sup>n</sup>.  
 Will. Moore of Oswaldkirk, Esq.  
 Thomas Worsley of Hovingham,  
 Esq.  
 John Garbut of Hemsley, gent<sup>n</sup>.

At RICHMOND, January 19.  
 Tho. Pullen of Bolton Hall in  
 the parish of Wensley.  
 Will. Alder of Bedall, gent<sup>n</sup>.  
 Thomas Mayson of Richmond,  
 gent<sup>n</sup>.  
 Thomas Whiteside of Askrig,  
 Gauger.

At STOXLEY, January 27.  
 Thomas Pennyman of Ormesby,  
 Bart.  
 Will. Pennyman of Yarome, Esq.  
 Geo. Potter of Stoxley, gent<sup>n</sup>.  
 Will. Miles of Stoxley, gent<sup>n</sup>.  
 John Consit of Guisbrough, gent<sup>n</sup>.  
 Thomas Lownsdale of Guisbrough,  
 gent<sup>n</sup>.  
 Tho. Maynard of Yarome, gent<sup>n</sup>.  
 Geo. Mathews of Yarome, gent<sup>n</sup>.

At THIRSKE, April 6, 1703.  
 Tho. Hunt of Stoxley, gent<sup>n</sup>.  
 Will. Moore of Oswaldkirk, Esq.

Will. Rain of Stoxley, gent<sup>n</sup>.  
 Franc. Pemberton of Bedall, Clerk.  
 John Rooth of Whinne House,  
 gent<sup>n</sup>.  
 Mark Ratty of Yarome, Gauger.  
 John Kettlewell of Topcliffe, gent<sup>n</sup>.  
 Tho. Stubbs of Topcliffe, gent<sup>n</sup>.  
 Henry Fothergill of Sand Hutton,  
 gent<sup>n</sup>.  
 Will. Challoner of Guisbrough,  
 Esq.  
 Tho. Ling of Whitby, gent<sup>n</sup>.  
 Wm. Towers of Whitby, gent<sup>n</sup>.  
 John Baynes of Filing Thorpe,  
 gent<sup>n</sup>.  
 Valentine Kitchingman of Thir-  
 kleby, gent<sup>n</sup>.  
 James How of Whitby, gent<sup>n</sup>.  
 John Simpson of Whitby, gent<sup>n</sup>.

At HEMSLEY [?], July 13, 1703.  
 R. Yoward of Stoxley, gent<sup>n</sup>.  
 . . . Hutchinson of Stoxley,  
 Clerk.  
 Rob. Warde of Stoxley, Clerk.  
 . . . Sedgewick of Whitby, gent<sup>n</sup>.  
 Francis Clerk of Whitby, gent<sup>n</sup>.  
 David Westroppe of Whitby, gent<sup>n</sup>.  
 John Higgison of Whitby, gent<sup>n</sup>.  
 John Beckitt of Whitby, gent<sup>n</sup>.  
 Rich. Sheldon of Whitby, gent<sup>n</sup>.

At NORTHALLERTON, July 27,  
 1703.  
 Will. Mawson of . . . Gauger.  
 John Clayton of Wensley [?],  
 Clerk.  
 Henry Stapylton, Rector of Thorn-  
 ton.

At HEMSLEY, January 11, 1704.  
 Edw. Beckwith of Kirbymoore-side,  
 gent<sup>n</sup>.

Henry Atley of Sutton-under-  
 Whistenclyffe, gent<sup>n</sup>.  
 John Anderson of Grisethorpe,  
 gent<sup>n</sup>.  
 John Wade of Carleton Hustwaite,  
 gent<sup>n</sup>.

At RICHMOND, January 18, 1704.  
 Tho. Hodgson, Vicar of Boynton  
 and Carnaby.  
 Talbott Layton of London in the  
 North Riding, gent<sup>n</sup>.  
 George Wright of Bolton, Esq.  
 Richard Metcalfe of Thorne-  
 brough, Esq.  
 Chr. Coates of Pasture House,  
 yeom<sup>n</sup>.

At KIRBY FLETHAM, January 21,  
 1704.  
 Darcy Dalton, Rector of Haux-  
 well.

At THIRSKE, April 25.  
 John Frankland of Whitby, gent<sup>n</sup>.  
 Philip Saunders of Whitby, gent<sup>n</sup>.  
 Charles Pye of Whitby, gent<sup>n</sup>.

At MIDDLEHAM, May 8, 1704.  
 John Gallimore of Grinton, gent<sup>n</sup>.

At the CASTLE of YORK, May 11.  
 George Watson of Old Malton,  
 gent<sup>n</sup>.

At STOXLEY, July 11.  
 John Browne of Hoveingham,  
 gent<sup>n</sup>.  
 John Watson of Whitby, gent<sup>n</sup>.

At NORTHALLERTON, July 18.  
 Rowland Norton of Disforth,  
 Esq.

At THIRSKE, October 3, 1704.  
Will. Pennyman of Normanby,  
Esq.  
Daniel Lascells of Northallerton,  
Esq.

At HEMSLEY, January 9, 1705.  
David Westroppe of Whitby, gent<sup>a</sup>.  
Lancelot Winn of Sutton-under-  
Whistoncliffe, gent<sup>a</sup>.  
Charles Pye of Whitby, gent<sup>a</sup>.

At THIRSKE, April 17.  
Simon Hutchingson of Tanfeild,  
Clerk.  
Rob. Kendall of Old Byland,  
Clerk.  
Thomas Foster of Leek, Clerk.  
Rob. Addison of Northallerton,  
gent<sup>a</sup>.  
Henry Terry of Wickham, gent<sup>a</sup>.  
James [?] Howard of Hinderwell,  
gent<sup>a</sup>.  
George Trotter of Whitby, gent<sup>a</sup>.  
John Frankland of Whitby, gent<sup>a</sup>.

At STOXLEY, July 10, 1705.  
John Watson of Whitby, gent<sup>a</sup>.  
John Robison of Whitby, Clerk.

At NORTHALLERTON, July 17.  
Richard Nicholson of Brompton,  
gent<sup>a</sup>.  
Lancelott Machell of Grinton,  
gent<sup>a</sup>.  
Tho. Alcocke of Askrigg, gent<sup>a</sup>.  
Darcy Dalton of Hauxwells, Clerk.  
Isaac Hooper of Kirby-on-the-  
Moor, Clerk.

At THIRSKE, October 2, 1705.  
Nath. Hawkins of Hemsley, gent<sup>a</sup>.  
Conyers Darcy of Hornby, Esq.

At SOUTH OTTRINGTON, October  
12.

Tho. Tunstall, late of Middleham,  
gent<sup>a</sup>.

At HEMSLEY, January 15, 1706.  
Tho. Thompson, late of Coxwold,  
Clerk.

Roger Talbott, late of Wood End,  
Esq.

Will. Reveley, late of Newby,  
Esq.

Rich. Metcalfe, late of Romanby,  
Esq.

Daniel Lascells, late of Northal-  
lerton, Esq.

John Hill, late of Thornton, Esq.

Tho. Worsley, late of Hovingham,  
Esq.

At GUISBROUGH, January 18, 1706.  
Tho. Pennyman, late of Ormesby,  
Bart.

Will. Fowlis, late of Ingleby,  
Bart.

Will. Chaloner, late of Guisbrough,  
Esq.

Will. Pennyman, late of Normanby,  
Esq.

Charles Turner, late of Kirklea-  
tham, Esq.

At RICHMOND, January 22, 1706.  
Leonard Smelt, late of Kirby  
F[il]eatham, Esq.

John Hutton, late of Marsk, Esq.

Will. Norton, late of Sprusty, Esq.

Charles Wilkinson, late of Ald-  
brough, gent<sup>a</sup>.

At BROMPTON, March 26, 1706.

Will. Cayley, late of Brompton,  
Bart.

At THIRSKE, April 2, 1706.

Will. Fowlis, late of Ingleby, Bart.

John Wastell, late of Ainderby  
Steeple, Esq.

Roger Gaile, late of Scruton, Esq.

Charles Gaile, late of Scruton,  
Esq.

Christopher Bridgewater, late of  
Kirby Fleetham, Clerk.

At STOXLEY, July 23, 1706.

Francis Warcup of Egton, gent<sup>n</sup>.

At NORTHALLERTON, July 30.

Edm. Barstow, late of Hingerskill,  
Esq.

Will. Thompson, late of Gilling,  
Clerk.

At THIRSKE, October 8.

George Wandesford, late of Kirk-  
lington, gent<sup>n</sup>.

Tho. Dodge, late of the City of  
Exeter, gent<sup>n</sup>.

At HELMESLEY, January 14, 1707.

Hugh Cholmley of Whitby, Esq.

At RICHMOND, January 21, 1707.

Francis Smales of Gilling, Clerk.

Francis Brackenbury, late of Rich-  
mond, gent<sup>n</sup>.

Tho. Staines, late of Newby Wiske,  
Esq.

Roger Talbot, late of Wood End,  
Esq.

At THIRSKE, April 22, 1707.

Will. Copland of Whitby, gent<sup>n</sup>.

George Trotter of Whitby, gent<sup>n</sup>.

James Mulgrave of Kirbymoore-  
side, Vicar.

John Hutton of Marsk, Esq.

Will. Pennyman of Normanby,  
Esq.

Tho. Pennyman of Ormsby, Bart.

Tho. Worsley of Hovingham, Esq.

Tho. Metcalfe of Sand Hutton,  
Esq.

John Carter of Wath, Rector.

At STOXLEY, July 15, 1707.

George Sheffield, jun<sup>r</sup>., of Hutton  
Bushell, Rector.

James Pennyman of Thornton,  
Esq.

Peter Debourdiere of Kirby-over-  
Carr, *alias* Kirby Misperton,  
Rector.

John More of Whitby, gent<sup>n</sup>.

At THIRSKE, October 7.

Francis Smales of Gilling, Clerk.

Thomas Browne of Middleham,  
gent<sup>n</sup>.

Will. Moore of Stoxley, Esq.

John Webster of Grinton, gent<sup>n</sup>.

Will. Walker of Brompton, gent<sup>n</sup>.

At HEMSLEY, January 13, 1708.

Will. Birkhead of New Malton,  
gent<sup>n</sup>.

Ralph Idle of Bulmer, gent<sup>n</sup>.

Will. Barton of New Malton,  
gent<sup>n</sup>.

Charles Cartwright of New Malton,  
gent<sup>n</sup>.

George Spencer of Easington,  
Rector.

At THIRSKE, April 13, 1708.

George Richardson of Little Otter-  
ington, gent<sup>n</sup>.

Talbot Hassell of Leake, gent<sup>n</sup>.

Will. Nevinson of Upsall Parke,  
gent<sup>n</sup>.

Chr. Coates of Little Otterington,  
gent<sup>n</sup>.

Thomas Cuthbert of Little Otter-  
ington, gent<sup>n</sup>.

Valentine Kitchingman of Thir-  
kleby, gent<sup>n</sup>.

Anne Pibus of Thirske, widow.

Thomas Robinson of Pickering,  
Esq.

Edw. Nichols of New Malton,  
gent<sup>n</sup>.

James Ward of Whitby, gent<sup>n</sup>.

At NORTHALLERTON.

Roger Gale of Scruton, Esq.

At STOXLEY, July 13, 1708.

Rob. Savile of King Street in the  
parish of St. James, London,  
Esq.

Will. Hustler of Acklam, Esq.

Will. Hustler of Acklam, Knight.

John Consett of Lynthorpe, gent<sup>n</sup>.

Will. Strickland of Boynton, Esq.

George Pearson of Whitby, gent<sup>n</sup>.

Sam. Prudome of Whitby, gent<sup>n</sup>.

Maurice Lysle of Kildale, Rector.

Thomas Barton of New Malton,  
Esq.

At THIRSKE, October 5, 1708.

Thomas Story of Old Byland,  
gent<sup>n</sup>.

John Routh of Thorpefeild, gent<sup>n</sup>.

Henry Fothergill of Sand Hutton,  
gent<sup>n</sup>.

Thomas Stubs of Topcliffe, gent<sup>n</sup>.

John Kettlewell of Topcliffe,  
gent<sup>n</sup>.

Rich. Metcalfe of Thornbrough,  
Esq.

Nath. Pailer of Nun Munckton,  
Esq.

John Bouchier of Beningbrough,  
Esq.

Leonard Thompson of the City  
of York, Esq.

At HEMSLEY, January 11, 1709.

Isaac Geere of Staythes in the  
parish of Hinderwell, gent<sup>n</sup>.

James Pennyman of Thornton in  
the parish of Stainton, Bart.

Thomas Lonsdale of Guisbrough,  
gent<sup>n</sup>.

Peter Moone of Ingleby Green-  
how, Clerk.

At RICHMOND, January 18, 1709.

Thomas Pullein of Bolton, Esq.

George Wright of Bolton, Esq.

Edward Trotter of Sigston, Clerk.

Thomas Baitman of Midleham,  
gent<sup>n</sup>.

Rich. Dickson of Midleham,  
gent<sup>n</sup>.

At THIRSKE, May 3, 1709.

Arthur Cayley of Brompton, Bart.

John Dunn of New Malton, gent<sup>n</sup>.

Timothy Overend of Slingsby,  
gent<sup>n</sup>.

Will. Hollis of Scawby, gent<sup>n</sup>.

Thomas Staines of Sowerby, Esq.

John Turner of Coverham, Clerk.

At GUISBROUGH, July 12, 1709.

Will. Hustler of Acklam, Esq.

James Pennyman of Thornton,  
Bart.

John Robinson of Sneaton, gent<sup>n</sup>.

Luke Smelt of Lastingham, gent<sup>n</sup>.

James How of Whitby, gent<sup>n</sup>.

Sam. Stones of Whitby, gent<sup>n</sup>.

Richard Musgrave of Nunthorpe,  
gent<sup>n</sup>.

At THIRSKE, October 4, 1709.  
Joseph Ryland of Whitby, gent<sup>n</sup>.  
Will. Strickland of New Malton,  
Esq.

At HEMSLEY, January 10, 1710.  
Will. Turbut of Felixkirk, Esq.  
Francis Goulton of Newbrough in  
the parish of Coxwold, gent<sup>n</sup>.

At MIDDLEHAM, February 4, 1710.  
Christopher Dent of Reeth, gent<sup>n</sup>.  
Symon Rudd of Aisgarth, gent<sup>n</sup>.

At THIRSKE, April 18, 1710.  
John Saunders of Whitby, gent<sup>n</sup>.  
Roger Beckwith of Watlass, Bart.

At THIRSKE, May 3, 1710.  
Elias Micklethwaite of Gilling,  
gent<sup>n</sup>.

At NORTHALLERTON, July 8.  
George Bell of Croft, gent<sup>n</sup>.

At THIRSKE, October 3, 1710.  
John Morley of Hemsley, gent<sup>n</sup>.  
John Rooth of Hemsley, gent<sup>n</sup>.  
Thomas Robson of Hemsley,  
gent<sup>n</sup>.  
Will. Alder of Beedall, gent<sup>n</sup>.  
John Holmes, jun<sup>r</sup>., of Beedall,  
gent<sup>n</sup>.

At HEMSLEY, January 9, 1711.  
Thomas Willson, Rector of Sneaton.  
Henry Orde of Whitby, gent<sup>n</sup>.  
John Twisleton of Whitby, gent<sup>n</sup>.

At RICHMOND, January 16, 1711.  
Hugh Smithson of Stanwicke, Bart.  
George Mashrother of the City of  
York, gent<sup>n</sup>.

At THIRSKE, April 10, 1711.  
John Saunders of Whitby, gent<sup>n</sup>.  
Rich. Browne of Thornaby, gent<sup>n</sup>.  
Thomas Worsley of Hovingham,  
Esq.  
Will. Pennyman of Normanby,  
Esq.  
Francis Ford of Northallerton,  
gent<sup>n</sup>.  
Cornelius Halliwell of Northaller-  
ton, gent<sup>n</sup>.  
John Conssett of Linthorpe, gent<sup>n</sup>.

At STOXLEY, July 10, 1711.  
Edward Fawell of Egton, gent<sup>n</sup>.  
George Potter of Stoxley, gent<sup>n</sup>.  
Isaac Geere of Stayths, gent<sup>n</sup>.  
Thomas Lownsdale of Guisbrough,  
gent<sup>n</sup>.  
James Carr of Borrowby, gent<sup>n</sup>.  
Tho. Hunt of Stoxley, gent<sup>n</sup>.

At NORTHALLERTON, July 31,  
1711.  
John Holmes of Beadall, gent<sup>n</sup>.  
Will. Dover of Leybourne, gent<sup>n</sup>.

At THIRSKE, October 2, 1711.  
Thomas Gibson of Richmond,  
gent<sup>n</sup>.  
Tho. Harrison of Richmond, gent<sup>n</sup>.  
John Inman of Richmond, gent<sup>n</sup>.  
Sam. Forkington of Guisbrough,  
gent<sup>n</sup>.  
Hugh Reiley of Stoxley, gent<sup>n</sup>.  
John Moule of Egton, gent<sup>n</sup>.  
Thomas Whare of Well, gent<sup>n</sup>.  
Mich. Bridges of the City of York,  
M.A.  
Rich. Harland of Sutton, Esq.  
James How of Whitby, gent<sup>n</sup>.  
Sam. Jones of Whitby, gent<sup>n</sup>.  
Joseph Watson of Barton, gent<sup>n</sup>.

Tho. Gill of Barton, gent<sup>n</sup>.  
 Ralph Milbanke of Barton, Bart.  
 Edw. Harvey of Thirske, gent<sup>n</sup>.  
 John Stapylton of Myton, Esq.  
 Will. Horne of Thirske, gent<sup>n</sup>.  
 John Walker of Thirske, gent<sup>n</sup>.  
 Will. Archer of Thirske, gent<sup>n</sup>.  
 Martin Belcher of Thirske.  
 Conyers Darcy of Hornby, Esq.  
 Chr. Tankred of Whiseley, Esq.

At HOVINGHAM, October 16, 1711.

Rob. Markland of Old Malton,  
 gent<sup>n</sup>.

Thomas Darnton of Old Malton,  
 gent<sup>n</sup>.

John Barrow of Old Malton, gent<sup>n</sup>.

John Dunn of New Malton, gent<sup>n</sup>.

Geoffrey Walmsley of Brafferton,  
 Clerk.

Thomas Otbie of Scarbrough,  
 gent<sup>n</sup>.

Leon. Stapylton of Hovingham,  
 gent<sup>n</sup>.

John Cowling of Myton, Clerk.

At HEMSLEY, January 15, 1712.

Rawsthorne Bradshaw of New  
 Malton, gent<sup>n</sup>.

At RICHMOND, January 22.

Joseph Robinson of Burniston,  
 Clerk.

Will. Pickering of Newby Wiske,  
 gent<sup>n</sup>.

At MIDDLEHAM, January 28.

Chr. Faucett of Askrigg, gent<sup>n</sup>.

At THIRSK, April 29, 1712.

Will. Foulis of Ingleby Greenhow,  
 Bart.

Henry Marwood of Stoxley, Bart.

Roger Talbot of Wood End, Esq.

Will. Challoner of Guisbrough,  
 Esq.

Edw. Challoner of Guisbrough,  
 gent<sup>n</sup>.

Leon. Wass of Whorleton, gent<sup>n</sup>.

Cholmely Turner, Esq.

Timothy Mauliverer of Arncliffe,  
 Esq.

Chr. Goulton of Hustwaite, gent<sup>n</sup>.

Will. Reiveley of Newby Wiske,  
 Esq.

John Turner of Stainsby, Esq.

At SUTTON, May 1, 1712.

John Bouchier of Benningbrough,  
 Esq.

At HOVINGHAM, May 12.

Thomas Wainwright of New Mal-  
 ton, gent<sup>n</sup>.

Clement Raye of New Malton,  
 gent<sup>n</sup>.

At BROMPTON, May 13.

Arthur Cayley of Brompton, Bart.

Tho. Robinson of Pickering, Esq.

At GUISBROUGH, July 15, 1712.

Will. Bracebridge of Egton, gent<sup>n</sup>.

Isaac Geere of Staiths, gent<sup>n</sup>.

Will. Moon of Newton, gent<sup>n</sup>.

Lawson Trotter of Skelton, Esq.

Tho. Hunt of Stoxley, gent<sup>n</sup>.

John Consitt of Linthorpe, gent<sup>n</sup>.

Tho. Lownsdale of Guisbrough,  
 gent<sup>n</sup>.

John Willson of Guisbrough, gent<sup>n</sup>.

Chas. Turner of Kirkleatham, Esq.

At NORTHALLERTON, July 22,  
 1712.

Phillip Whitehead of Gilling, gent<sup>n</sup>.

John Hutton of Marske, Esq.



Chr. Coates of Thornton-le-Beanes,  
gent<sup>n</sup>.

Ralph Hopton of Northallerton,  
gent<sup>n</sup>.

Rich. Metcalfe of Thornbrough,  
Esq.

John Stephenson of Barton,  
gent<sup>n</sup>.

Rob. Jefferson of Kirby Fleetham,  
gent<sup>n</sup>.

At THIRSKE, October 7, 1712.

Geo. Richardson of Thornton-le-  
Beanes, gent<sup>n</sup>.

Marm. Sidgwick of Brompton,  
gent<sup>n</sup>.

John Barrow of Thirske, gent<sup>n</sup>.

John Peirce of Thirske, gent<sup>n</sup>.

Talbott Hassell of Thirske, gent<sup>n</sup>.

Guy Browne of Whitby, gent<sup>n</sup>.

Math. Smith of Whitby, gent<sup>n</sup>.

Tho. Weatherill of Whitby, gent<sup>n</sup>.

Will. Selby of Whitby, gent<sup>n</sup>.

Ambrose Newton of Lythe, gent<sup>n</sup>.

Tho. Weaver of Whitby, gent<sup>n</sup>.

John Carter of Thornton Steward,  
Clerk.

John Oliver of Ormsby, gent<sup>n</sup>.

At HEMSLEY, January 13, 1713.

Thomas Story, sen<sup>r</sup>., of Old Byland,  
gent<sup>n</sup>.

Henry Bell of . . . , gent<sup>n</sup>.

George Jackson of Roxby, gent<sup>n</sup>.

At HEMSLEY, January 20, 1713.

Darcy Dalton of Hauxwell, Clerk.

Chr. Forster of Mukar, gent<sup>n</sup>.

James Stubbs of Kirby Ravens-  
worth, gent<sup>n</sup>.

Hugh Smithson of Stanwick,  
Bart.

Roger Gale of Scruton, Esq.

At THIRSKE, April 14, 1713.

Thomas Craven of Sutton-under-  
Whistoncliff, gent<sup>n</sup>.

John Kettlewell of Topcliffe,  
gent<sup>n</sup>.

Tho. Stubbs of Topcliffe, gent<sup>n</sup>.

Henry Fothergill of Sand Hutton,  
gent<sup>n</sup>.

Will. Nevinson of Upsall, gent<sup>n</sup>.

John Watson of Skelton [?], gent<sup>n</sup>.

Sam. Pearson of Easingwold,  
gent<sup>n</sup>.

Rob. Hargreaves of Ellerbourne,  
Clerk.

Humber Smith of Pickering,  
gent<sup>n</sup>.

John Whitehead of Thirske, gent<sup>n</sup>.

Geo. Tikes of Roxby, gent<sup>n</sup>.

Rob. Allinson of Hovingham,  
gent<sup>n</sup>.

Will. Pickering of Whitby, gent<sup>n</sup>.

Tho. Billings of Whitby, gent<sup>n</sup>.

At YARM, July 14, 1713.

John Orde of Whitby, gent<sup>n</sup>.

Hamlet Woods of Whitby, gent<sup>n</sup>.

At NORTHALLERTON, July 28.

Edw. Goddard of Richmond, Esq.

Tho. Gill of Barton, gent<sup>n</sup>.

John Craggs of Barton, yeom<sup>n</sup>.

Geo. Wright of Bolton, Esq.

Ralph Milbanke of Hornby, Bart.

At THIRSKE, October 6, 1713.

Rich. Musgrave of Easingwold,  
Clerk.

Tho. Heathey of Egton, gent<sup>n</sup>.

Tho. Place of Well, gent<sup>n</sup>.

Tho. Burkett of Richmond, gent<sup>n</sup>.

Henry Thompson of Coxwold,  
Clerk.

Tho. Duncombe of Hemsley.

At HEMSLEY, January 12, 1714.  
Henry Frankland of Sowerby,  
Esq.

John Routh of Sowerby, yeom<sup>a</sup>.  
Ralph Bell of Sowerby, Esq.  
Rich. Musgrave of Easingwold,  
Clerk.

Roger Lee of Yarme, gent<sup>a</sup>.  
Tho. Maynherd of Yarm, gent<sup>a</sup>.  
John Story of Yarm, gent<sup>a</sup>.  
Valentine Kitchingham of Thirkle-  
by, gent<sup>a</sup>.

Geo. Oastler of Thirkleby, gent<sup>a</sup>.  
Will. Turbutt of Mount St. John,  
Esq.  
Edw. Hawkins of Lofthouse, M.A.,  
Clerk.

Chas. Lightfoot of Whitby, gent<sup>a</sup>.  
Will. Snawden of Whitby, gent<sup>a</sup>.

At RICHMOND, January 19, 1714.  
John Clerkson of Borrowby,  
gent<sup>a</sup>.

Chr. Coates of Thornton-le-Beanes,  
gent<sup>a</sup>.

At NORTHALLERTON, January 17.  
Timothy Mauliverer of Arncliffe,  
Esq.

At THIRSKE, April 6, 1714.  
Chas. Burbidge of Fingall, gent<sup>a</sup>.  
Tho. Duncomb of Hemsley,  
Esq.

Tho. Mauliverer of Stockton,  
gent<sup>a</sup>.

Tho. Stubbs of Topcliff, gent<sup>a</sup>.  
Edw. Browell of Rumbaldkirk,  
Clerk.

Layton Frume or Frewin of Braf-  
ferton, Esq.

Rob. Jump of Whitby, gent<sup>a</sup>.

At AYNDERBY STEEPLE, April 22,  
1714.

Gregory Henson of Well, Clerk.

### LIST OF PERSONS TAKING THE OATHS TO KING GEORGE I.

Register of the names of those persons who appeared at the Qu.  
Sessions, and gave certificate of their reception of the Sacrament, and  
took the Oaths mentioned in 1 William & Mary, 25 Charles II., and  
6 Anne.

At THIRSKE, October 5, 1714.  
Will. Foulis of Ingleby Greenhow,  
Bart.

Leonard Thompson of Shirriff  
Hutton, Esq.

Stephen Crofts of Stillington,  
Esq.

John Bouchier of Benningbrough,  
Esq.

Chomley Turner of Busby, Esq.

John Inman of Middleham, gent<sup>a</sup>.

John Raingill of Middleham, gent<sup>a</sup>.

Will. Peacock of Wath, Clerk. ✓

Edmund Tatham of Kirklington,  
Clerk.

Henry Bell of Tollerton, gent<sup>a</sup>.

Tho. Gibson of Easingwold,  
gent<sup>a</sup>.

Sam. Pearson of Easingwold,  
gent<sup>a</sup>.

|                                                        |                                                             |
|--------------------------------------------------------|-------------------------------------------------------------|
| Fran. Ford of Kirbymoorside,<br>gent <sup>a</sup> .    | Joseph Pannell of New Malton,<br>gent <sup>a</sup> .        |
| Jeoffrey Proctor of Staiths, gent <sup>a</sup> .       | Geo. Parkins of New Malton,<br>gent <sup>a</sup> .          |
| Rob. Pannell of Whitby, gent <sup>a</sup> .            | Alexander Milbourne of New Mal-<br>ton, gent <sup>a</sup> . |
| Will. Hustler of Acklam, Knight.                       | Rob. Smalley of New Malton,<br>gent <sup>a</sup> .          |
| Edw. Goddard of Richmond, Esq.                         | Tho. Harrison of Guisbrough,<br>gent <sup>a</sup> .         |
| Tho. Billings of Richmond, gent <sup>a</sup> .         | Sam. Torkington of Whitby, gent <sup>a</sup> .              |
| John Stapylton of Myton, Esq.                          | Martin Belcher of Great Ayton,<br>gent <sup>a</sup> .       |
| Hugh Smithson of Stanwick, Bart.                       | Tho. Worsley of Hovingham,<br>Esq.                          |
| Roger Gale of Scruton, Esq.                            | John Consett of Linthorpe, gent <sup>a</sup> .              |
| Rich. Homewood of Yarme,<br>gent <sup>a</sup> .        | Will. Spyer of Topcliff, gent <sup>a</sup> .                |
| Roger Talbot of Wood End, Esq.                         | John Story of Yarm, gent <sup>a</sup> .                     |
| Will. Reveley of Newby Wiske,<br>Esq.                  | Roger Lee of Yarm, gent <sup>a</sup> .                      |
| Geo. Wright of Bolton, Esq.                            | Tho. Maynherd of Yarm, gent <sup>a</sup> .                  |
| John Hutton of Marske, Esq.                            | James Carr of Whitby, gent <sup>a</sup> .                   |
| John Wastell of Aynderby Steeple,<br>Esq.              | Witham Moore of Newton, gent <sup>a</sup> .                 |
| Will. Pickering of Stoxley, gent <sup>a</sup> .        | Rich. Willson of Robin Hood's<br>Town, gent <sup>a</sup> .  |
| Edw. Fawell of . . . gent <sup>a</sup> .               | Ambrose Newton of Whitby, gent <sup>a</sup> .               |
| Will. Bracebridge of Hustwaite,<br>gent <sup>a</sup> . | John Saunders of Whitby, gent <sup>a</sup> .                |
| John Barrow of Thirske, gent <sup>a</sup> .            | Sam. Jones of Whitby, gent <sup>a</sup> .                   |
| Tho. Faucett of Danby Wiske,<br>gent <sup>a</sup> .    | John Wilson of Guisbrough, gent <sup>a</sup> .              |
| Geo. Jackson of Danby Wiske,<br>gent <sup>a</sup> .    | Guy Browne of Whitby, gent <sup>a</sup> .                   |
| John Burton of Felixkirk, gent <sup>a</sup> .          | Edw. Challoner of Guisbrough,<br>gent <sup>a</sup> .        |
| Will. Leece of Thirske, gent <sup>a</sup> .            | David Westrop of Whitby, gent <sup>a</sup> .                |
| Tho. Ware of Burniston, gent <sup>a</sup> .            | Will. Sellby of Whitby, gent <sup>a</sup> .                 |
| John Walker of Thirske, gent <sup>a</sup> .            | Tho. Weaver of Whitby, gent <sup>a</sup> .                  |
| John Whitehead of Thirske, gent <sup>a</sup> .         | Will. Horner of Kirbymoorside,<br>gent <sup>a</sup> .       |
| Will. Archer of Thirske, gent <sup>a</sup> .           | Will. Pennyman of Normanby,<br>Esq.                         |
| Rob. Addison of Great Ayton,<br>gent <sup>a</sup> .    | Will. Perkins of Whitby, gent <sup>a</sup> .                |
| Joseph Robinson of Burniston,<br>Clerk.                | Humker Smith of Pickering, gent <sup>a</sup> .              |
| Anne Pybus of Thirske, widow.                          | Tho. Robinson of Welbourne, Esq.                            |
| Will. Panton of Burniston, gent <sup>a</sup> .         | Hamlet Woods of Whitby, gent <sup>a</sup> .                 |
| Will. Lee of Burniston, gent <sup>a</sup> .            | Tho. Barton of New Malton, Esq.                             |
| James Carter of Burniston, gent <sup>a</sup> .         |                                                             |
| Isaac Clerke of New Malton, gent <sup>a</sup> .        |                                                             |

Peter Dabourdien of Kirby Misperton, gent<sup>a</sup>.

John Hill of Thornton, Esq.

Will. Moore of Oswaldkirk, Esq.

Arthur Cayley of Brompton, Bart.

Will. Challoner of Guisbrough, Esq.

Tho. Duncomb of Hemsley, Esq.

Isaac Geere of Staiths, gent<sup>a</sup>.

Rob. Ward of Stoxley, Clerk.

Tho. Hunt of Stoxley, gent<sup>a</sup>.

At BEDALE, October 20, 1714.

Ralph Milbanke of Croft, Bart.

Roger Beckwith of Aldbrough, Bart.

Francis Pemberton of Bedale, Clerk.

Abstrupus Danby of Swinton, Bart.

Edmund Barstow of Hingerskill, Esq.

Daniel Lascells of Northallerton, Esq.

Will. Sanderson of Burton Constable.

Tho. Place of Well, gent<sup>a</sup>.

Daniel Smallpage of Richmond, gent<sup>a</sup>.

Rob. Jefferson of Kirby Fleatham, gent<sup>a</sup>.

Phillip Whitehead of Gilling, gent<sup>a</sup>.

Henry Atley of Richmond, gent<sup>a</sup>.

Chas. Gill of Barton, gent<sup>a</sup>.

John Stephenson of Richmond, gent<sup>a</sup>.

Chr. Dent of Midleham, gent<sup>a</sup>.

Benjamin Pindar of Midleham, gent<sup>a</sup>.

Abram Clerk of Midleham, gent<sup>a</sup>.

John Robinson of Whitby, Clerk.

Rich. Boyes of Whitby, gent<sup>a</sup>.

John Morley of Whitby, gent<sup>a</sup>.

Mich. Summers of Whitby, gent<sup>a</sup>.

John Robinson of Preston-under-Scarr, Clerk.

At HEMSLEY, October 19, 1714.

Tho. Slack of Hemsley, gent<sup>a</sup>.

Will. Towers of Sneaton, gent<sup>a</sup>.

Will. Snawden of Sneaton, gent<sup>a</sup>.

Tho. Weatherill of Sneaton, gent<sup>a</sup>.

Tho. Heathey of Egton, gent<sup>a</sup>.

Geo. Sikes of Whitby, gent<sup>a</sup>.

Rob. Jumpp of Whitby, gent<sup>a</sup>.

At HEMSLEY, January 11, 1715.

Rob. Addison, gent<sup>a</sup>., Overseer of Returns of Excise.

Rob. Jumpp of Whitby, gent<sup>a</sup>.

Tho. Heathey, Gauger of Excise.

Jeoffrey Proctor, Gauger of Excise.

Geo. Sikes, Gauger of Excise.

John Saunders of Whitby, gent<sup>a</sup>.

Timothy Mauleverer of Arncliffe, Esq.

Thomas Strickland of Conystrup, Esq.

Bernard Lewis of Castle Howard, Clerk.

At THIRSKE, April 26, 1715.

Leonard Thompson of Sheriff Hutton, Esq.

John Bouchier of Beningbrough, Esq.

John Barrow, Gauger of Excise.

John Sedgewick of Ripon, Esq.

Geo. Wright of Bolton, Esq.

Hugh Smithson of Stanwick, Bart.

William Reveley of Newby Wiske, Esq.

John Wastell of Aynderby Steeple, Esq.

Tho. Billings, Gauger of Hides.

Roger Beckwith of Aldbrough, Bart.

- Fr. Pemberton of Bedale, Rector.  
 Henry Raper of Cowling, Esq.  
 Edm. Barstow of Hingerskill, Esq.  
 Abstrupus Danby of Swinton,  
 Knight.  
 Will. Lee, Gauger of Excise.  
 James Carter, Gauger of Excise.  
 Tho. Gibson, Gauger of Hides.  
 Humber Smith, Gauger of Excise.  
 Will. Bracebridge, Gauger of  
 Excise.  
 Peter Hawcross, Gauger of Excise.  
 Thomas Ware, Gauger of Excise.  
 Will. Pickering of Stoxley, Gauger  
 of Excise.  
 Will. Panton, Gauger of Excise.  
 Rob. Shepphard, Gauger of Excise.  
 Thomas Arstingstall, Gauger of  
 Excise.  
 Alexander Milbourne, Gauger of  
 Excise.  
 Abram Clarke, Gauger of Excise.  
 John Morley, Gauger of Excise.  
 Martin Belcher, Gauger of Hides.  
 Rich. Homewood of Yarm, gent.<sup>n</sup>.  
 Thomas Harrison of Guisbrough,  
 gent.<sup>n</sup>.  
 Edward Fawel, Gauger of Excise.  
 Isaac Clarke, Gauger of Excise.  
 Joshua Pannell, Gauger of Excise.  
 Benjamin Pinder, Gauger of Ex-  
 cise.  
 Samuel Pearson, Gauger of Excise.  
 Rob. Smalley, Gauger of Excise.  
 Will. Wakefeild of Hemsley, Esq.  
 Tho. Duncombe of Hemsley, Esq.  
 John Stapylton of Myton, Esq.  
 Geo. Parkin, Gauger of Hides.  
 Will. Leece, Gauger of Excise.  
 John Burton, Overseer of Excise.  
 Tho. Barton of New Malton, Esq.  
 Daniel Lascelles of Northallerton,  
 Esq.
- Will. Hustler of Acklam, Knight.  
 Tho. Story of Old Byland, gent.<sup>n</sup>.  
 Thomas Slack of Helmesley, Gau-  
 ger of Excise.  
 John Whitehead of Thirske.  
 John Walker of Thirske.  
 Will. Archer, Overseer of Hides.  
 Will. Spier, Gauger of Excise.  
 Will. Tancred of Arden, Esq.  
 Thomas Robinson of Welbourne,  
 Esq.  
 Richard Osbaldeston of Hinder-  
 well, Rector.  
 Henry Darley of Aldby, Esq.  
 Robert Pannell of Whitby.  
 Will. Horne, Gauger of Hides.  
 Francis Foord, Gauger of Hides.  
 Henry Bell, Gauger of Excise.  
 David Westroppe of Whitby, gent.<sup>n</sup>.  
 Ambrose Newton of Whitby, gent.<sup>n</sup>.  
 Will. Snawdon of Whitby, gent.<sup>n</sup>.  
 Sam. Tockington of Whitby, gent.<sup>n</sup>.  
 John Inman, Gauger of Hides.  
 Chr. Dent, Gauger of Excise.  
 Rich. Wilson of Whitby, gent.<sup>n</sup>.  
 Guy Browne of Whitby, gent.<sup>n</sup>.  
 James Carr of Whitby, gent.<sup>n</sup>.  
 Thomas Weaver of Whitby, gent.<sup>n</sup>.  
 Will. Selby of Whitby, gent.<sup>n</sup>.  
 Samuel Jones of Whitby, gent.<sup>n</sup>.  
 Will. Loman of Gisbrough, gent.<sup>n</sup>.  
 Joseph Massy of Gisbrough, gent.<sup>n</sup>.  
 Hamlet Woods of Whitby, gent.<sup>n</sup>.  
 Timothy Mauleverer of Arncliffe.  
 Arthur Caley of Brompton, Bart.  
 John Cholmley of Whitby.  
 Will. Moor of Oswaldkirk, Esq.  
 Rob. Ward of Stoxley, Clerk.  
 Will. Chaloner of Gisbrough,  
 Esq.  
 John Hill of Thornton, Esq.  
 Will. Foulis of Ingleby Greenhow,  
 Bart.

Roger Talbot of Wood End, Esq.  
Stephan Crofts of Stillington,  
Esq.

At MIDDLEHAM, May 4, 1715.  
Thomas Pulleine of Bolton, Esq.

At RICHMOND, May 7.  
Edward Goddard of Richmond,  
Esq.

At RICHMOND, January 17, 1716.  
Joseph Rokeby of Barton, gent<sup>n</sup>.  
Thomas Smithson of Moulton,  
gent<sup>n</sup>.  
John Cuningham of Beedale, gent<sup>n</sup>.  
John Craggs of Beedale, gent<sup>n</sup>.  
James Darcy of Sedbury, Esq.  
Thomas Place of Well, gent<sup>n</sup>.  
John Robinson, Vicar of Burn-  
iston.

### INDENTURES.—BOOK I.

AN Indenture Tripartite, April 17, 1722, between Geo. Meynell of Aldbrough, Esq., of the first part, Eliz<sup>th</sup>. Cockson of Old Elvett in or near the City of Durham, spinster, of the second part, and Tho. Cockson of the City of London, gent<sup>n</sup>., of the third part. Whereas the said Tho. Cockson being intituled to the yearly sum of £5 for his life, chargeable upon the lands and tenements in the parish of Lan-  
chester in the county of Durham, late the estate of Geo. Coxon,\*  
deceased, father of the said Elizabeth, hath at the request of the said Elizabeth joyned in a conveyance of the premisses to, or in trust for, the said Geo. Meynell and his heirs : and the said Geo. Meynell did thereupon at her request make and enter into a bond in the penal sum of £100 conditioned for the payment of the yearly sum of £5 with-  
out deduction to the said Tho. Cockson for his life : now this Inden-  
ture witnesseth that in consideration of the premisses, and for the further securing of the payment of the said sum, and also in considera-  
tion of 5s. of lawfull money by the said Tho. Coxon to the said Geo. Meynell paid on or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the said Geo. Meynell hath granted and confirmed to the said Tho. Coxon an annual rent charge of £5 out of that mess<sup>es</sup>. or tenement and farm in West Dalton or Dalton Ryall, now in the occupation of Will. Heslup under the yearly rent of £70.

Taken at Aldbrough, August 13, 1722, before Matth. Smales.

Signed, sealed and delivered (the impression of a five-shilling stamp appearing on the parchment) in the presence of us, John Ewsby, John Eden : Inrolled Sept<sup>r</sup>. 11, 1722, before me Will. Reveley.

\* The diversity in the ways of spelling this name may be remarked upon—Cookson, Cockson, Coxon. The general subject of such variations is one of some considerable interest to others besides the professing derivationist of personal and place names ; and it would be easy to write several pages of illustration and elucidation.

Indenture April 18, 1722, between Anne Cockson of Old Elvett, widdow of Geo. Cockson, gent<sup>n</sup>., Elizabeth, daughter and heir of the said Geo. Cockson, and Tho. Cockson of the City of London, gent<sup>n</sup>., his brother, of the one part, and Solomon Wycliffe of Gales, Esq., and Tho. Metcalfe of Richmond, gent<sup>n</sup>., of the other part, witnesseth that the said Anne, Elizabeth and Tho. Cockson in consideration of the sum of 5s. to them in hand paid by the said Solomon Wycliffe and Tho. Metcalf have bargained and sold and by these presents do bargain and sell unto the said Solomon Wycliffe and Tho. Metcalf all that mess<sup>es</sup>., and farm and all the lands, grounds and heriditaments thereunto belonging at Colpighill, in the parish of Lanchester, now in possession of Mich. and John Willey; and all the other mess<sup>es</sup>., &c., and all lands, &c. in possession of Geo. Darwell; and the mess<sup>es</sup>., &c. in possession of Rob. Foulthorpe, and the mess<sup>es</sup>., called Bink House in the parish of Rombaldkirk, and all lands, &c.; and all other the freehold mess<sup>es</sup>., farms, mills, and tenements of them, the said Ann, Elizabeth and Tho. Cockson in the said parishes, together with all houses, outhouses, edifices, buildings, lands, grounds, commons, common of pasture, ways, waters, watercourses, profits, commodities, heriditaments to the said mess<sup>es</sup>., &c., belonging &c., to have and to hold unto the said Solomon Wycliffe and Tho. Metcalf, their executors, &c., from the day next before the date of these presents for one whole year, paying therefore the rent of one peppercorne, to the intent that the said Solomon Wycliffe and Tho. Metcalf may be in actual possession of the said mess<sup>es</sup>., &c., and may be thereby enabled to accept a grant and release of the reversion and inheritance thereof to them and their heirs for ever to such uses and purposes as in the said grant shall be mentioned.

Taken at Aldbrough before Matth. Smales, Master [?] of the Supreme Court of Chancery. Signed by Anne and Eliz<sup>th</sup>. Cockson in the presence of John Ewsby, John Eden, by Tho. Cockson in the presence of Rob. Ashmall, Tho. Denton; and inrolled Sept<sup>r</sup>. 11, 1722, before us Wm. Reveley, Henry Frankland.

Indenture Tripartite, made April 19, 1722, between the said Ann, Elizabeth and Tho. Cockson and Jas. Wass of the first part, Geo. Meynell of Aldbrough, Esq., of the second part, and Solomon Wycliffe and Tho. Metcalf of the third part, whereas the said Tho. Cockson is intituled to the yearly sum of £5 for his life chargeable upon the lands, &c., hereinafter mentioned, and whereas a marriage is agreed upon and intended by God's permission to be shortly had and solemnized between the said Geo. Meynell and Eliz<sup>th</sup>. Cockson, and whereas the said Geo. Meynell is indebted to Solomon Wycliffe, £100, and to

Tho. Metcalf, £50, this Indenture witnesseth that in consideration of the said marriage, and of a settlement made by Geo. Meynell of his lands and tenements at Aldbrough and West Dalton whereby a provision is made for the said Anne Cockson for her life and for the jointure of Elizabeth Cockson and for her issue, and in consideration that the said Geo. Meynell hath sufficiently secured to the said Tho. Cockson the said yearly sum of £5, and also of 5s. paid by Solomon Wycliffe and Tho. Metcalf to Ann, Elizabeth and Tho. Cockson and Jas. Wasse, the said Ann, Eliz<sup>th</sup>., and Tho. Cockson and Jas. Wasse have granted, &c. to the said Solomon Wycliff and Tho. Metcalf all that mess<sup>rs</sup>., &c., and all the lands, &c. at Colpighill in the parish of Lanchester in the possession of Mich. Willey; and all the other mess<sup>rs</sup>., &c. in the possession of Geo. Darwell; and the mess<sup>rs</sup>., &c. in the possession of Rob. Foulthorpe; and the mess<sup>rs</sup>. called Bink House in Rombaldkirk; and all other mess<sup>rs</sup>., &c. in the said parishes, with all houses, &c.; and all the estate, right, title, interest, claim and demand of the said Anne, Eliz<sup>th</sup>. and Tho. Cockson and Jas. Wasse, to have and to hold to the said Solomon Wycliffe and Jas. Wasse, their heirs, &c., to the use of the said Anne, and Eliz<sup>th</sup>. Cockson, and the heirs of the said Elizabeth, until the said intended marriage shall be solemnized, and in the mean time the said premisses shall remain subject to the yearly payment of £5 to Tho. Cockson for his life, and after the solemnization of the said marriage then to the use of the said Solomon Wycliffe and Tho. Metcalf in trust for the securing of such sums of money as are or shall be owing to them by the said Geo. Meynell; and the said Tho. Cockson for himself, his heirs, &c. [doth] covenant, promise and agree to Solomon Wycliffe and Tho. Metcalfe that he hath not made any act, &c. whereby the said premisses shall be charged, impeached or encumbered in estate, title, charge, and the said Anne and Eliz. Cockson, and Jas. Wasse for themselves separately, and for their several heirs, &c., and not jointly nor one for the other, nor one for the heirs of the other of them do covenant, &c. that they have not &c., and forasmuch as one fine sur cogniz. de droit comeceoft is intended to be acknowledged, had and levied of the said premisses in the said parish of Lanchester by the said Elizabeth either before the said intended marriage or by the said Geo. Meynell and Elizabeth after the said marriage, and by Anne and Tho. Cockson to Solomon Wycliffe and Tho. Metcalf, their heirs or the heirs of one of them in the Court of Pleas of the county of Durham by such names and discriptions as shall be thought fitt: it is declared and agreed by the said parties that as well the said fine as all and every other fine to be had, made, &c. shall be and enure for the several uses, trusts, &c. herein before limited. Taken, &c. at Aldbrough August 13, 1722.



Indenture, April 18, 1722, between Geo. Meynell of Aldbrough, Esq. of the one part, and John Mayes of the Freeridge [Friarage] near Yarm and John Rudd of the city of Durham, Esquires, of the other part, witnesseth that the said Geo. Meynell in consideration of 5s. hath bargained, &c. to the said John Mayes and John Rudd all that manor or lordship of West Dalton or Dalton Ryall with the rights, &c. ; and the capital mess<sup>es</sup>. or chief mansion house at West Dalton ; and the mess<sup>es</sup>., farms, &c. in possession of John Robinson, Matth. Pattison, Tho. Buckton, Will. Heslop, Will. Elsdon, Edw. Butterfield, John Wilson, Chr. Heslop, Tho. Nelson, Tho. Applegarth, Paul Maltus, Tho. Wortley, and Will. Chapelhow, under several yearly rents amounting in all to £407. 10s. ; and also the capital mess<sup>es</sup>. in Aldbrough ; and all edifices, buildings, barns, orchards, gardens, yards thereunto belonging ; and all lands and ground in Aldbrough in the occupation of the said Geo. Meynell and Mary Meynell his mother ; and the several mess<sup>es</sup>., farms, &c. in the several possessions of Leonard Spenceley, Chr. Vitty, Fr. Foster, Bartholomew Crooks, Dorothy Todd and Tho. Stable at rents amounting to £218. 18s. ; and also all other mess<sup>es</sup>., lands, &c., whatsoever, of the said Geo. Meynell, together with all houses, buildings, mines, quarries, commons, rights, &c. to the said manor, mess<sup>es</sup>., &c. belonging to have and to hold unto the said John Mayes and John Rudd, their executors, &c. for the term of one whole year for the rent of one peppercorn, to the intent that the said John Mayes and John Rudd may be in the actual possession of the said manor, &c. and may be thereby enabled to accept a grant, &c. thereof, &c.

Inrolled Sept<sup>r</sup>. 11, 1722.

Indenture Quinquепartite, April 19, 1722, between Geo. Meynell of Aldbrough, Esq., of the first part, Ann Cockson, widow, and Eliz<sup>th</sup>. Cockson, spinster, of the second part, John Mayes of the Freeridge and John Rudd of the city of Durham, Esquires, of the second part, Roger Meynell of Kilvington and John Spearman of Heetton-in-the-Hole, in the county of Durham, Esquires, of the fourth part, and Solomon Wycliffe of Gales, Esq., and Tho. Wass of the town and county of Newcastle-upon-Tyne, merchant, of the fifth part, whereas a marriage is intended to be shortly solemnized by God's permission between the said Geo. Meynell and Eliz<sup>th</sup>. Cockson, now this Indenture witnesseth that in consideration of the said intended marriage, and in consideration that the said Ann and Eliz<sup>th</sup>. Cockson have, at the request of the said Geo. Meynell, granted, &c. all their lands, &c. in the parish of Lanchester in the county of Durham and in the parish of Rombaldkirk to, or in trust for, the said Geo. Meynell so as that he will be intituled to the same and the inheritance thereof from and after

the said marriage, and for the making some provision as well for the said Ann Cockson as for the said Eliz<sup>th</sup>. Cockson for their respective lives from and after the said marriage shall take effect, and for the settling and conveying the said mannor, mess<sup>es</sup>., &c. for such uses, &c. as are hereinafter mentioned, and also in consideration of 5s., &c. the said Geo. Meynell hath granted, &c. to John Mayes and John Rudd in their actual possession for one whole year all the mannor of West Dalton, *alias* Dalton Ryall, with its rights, &c. ; all that capital mess<sup>es</sup>. and the several mess<sup>es</sup>., let at rents amounting to £407. 10s. ; and the capital mess<sup>es</sup>. at Aldbrough with all edifices, &c. in the occupation of Geo. Meynell and Mary Meynell his mother ; and the several mess<sup>es</sup>. let at £218. 18s. ; and all other mess<sup>es</sup>., lands, &c. of the said Geo. Meynell in West Dalton and Aldbrough, with all houses, outhouses, &c. to have and to hold to the said John Mayes and John Rudd, their heirs, &c. for the several uses, &c. under the provisoes and agreements hereinafter mentioned, that is to say concerning the mess<sup>es</sup>., &c. occupied by Matth. Pattison at £73, and all those lands, &c. in the possession of Tho. Wortley and Will. Chapelhow to the use and behoof of the said John Spearman, his executors, &c. until the full end of the term of ninety-nine years without impeachment of wast for the trusts and for the purposes hereinafter mentioned ; and concerning the said last-mentioned mess<sup>es</sup>., farms, &c. after the expiration or sooner determination of the said term of ninety-nine years, and concerning all the rest of the said mannor, mess<sup>es</sup>., &c. for the use, &c. of the said Geo. Meynell and his heirs until the said intended marriage shall be solemnized, and after the solemnization thereof to the use of the said Geo. Meynell and his assigns for the term of his natural life, and after the expiration, &c. of that estate, then to the use of John Mayes and John Rudd, and their heirs during the natural life of the said Geo. Meynell upon trust, for the supporting of contingent remainders hereinafter limited from being defeated or destroyed, and for that purpose to make entry and bring actions as the case shall require, nevertheless to permit and suffer the said Geo. Meynell during his life to take the rents and profits of the premisses for his own use, and after his decease then to the use, &c. that the said Eliz<sup>th</sup>. Cockson, his intended wife, may during her natural life have and take an annuity of £200 out of all the mess<sup>es</sup>., &c. at West Dalton, and as to all other the said mannor, mess<sup>es</sup>., lands, &c., from and after the death of the said Geo. Meynell to the use and behoof of the said Solomon Wycliffe and Tho. Wasse, their executors, &c. during the term of five hundred years upon the trusts hereinafter mentioned, and after the expiration of the said term then to the use of the first son of the said Geo. Meynell and Elizabeth his wife and his heirs

male, and for default of such issue then to the use of their second son and his heirs male, and for default of such heirs then to the use of the third, fourth, fifth, sixth, seventh and every other son severally, successively and in remainder one after another as they shall respectively be in seniority of age and priority of birth, the elder of such sons and the heirs male of his body being always preferred and to take before the younger of such sons and their heirs male, and for default of such issue then to the use of the said Roger Meynell and John Spearman, and their executors, &c., for the term of six hundred years upon the trusts, &c., and after the expiration of the said term then to the use of the said Geo. Meynell, his heirs and assigns for ever, and concerning the said term of ninety-nine years herein before limited to the said John Spearman upon trust to permit the said Geo. Meynell to take the rents, &c. until the said marriage, and then upon trust to raise and pay to the said Ann Cockson the yearly sum of £50, and in case the said Eliz<sup>th</sup>. Cockson shall die without leaving issue in the lifetime of the said Anne Cockson, then to pay the said Anne the further yearly sum of £10, and to pay the rents and profits of the premises over and above the payments aforesaid unto such person as for the time being shall be the next in reversion or remainder after the expiration of the said term of ninety-nine years, and in such case the said term of ninety-nine years shall be surrendered and destroyed: and concerning the said term of five hundred years limited to Solomon Wycliffe and Tho. Wasse, it is declared that it is to them limited upon the trusts that if it shall happen that the said Geo. Meynell shall have issue male, and one or more daughters, then the said Solomon Wycliffe and Tho. Wasse shall out of the rents and profits of the premises raise, levy and pay for the portions of such daughters the following sums, that is to say if there shall be one or more daughters and no younger sons, if but one daughter £1,500 for her portion, if two or more daughters £2,000 to be equally divided amongst them, share and share alike, but if there shall be one or more younger sons and also one or more daughters then to raise £1,000 only for the portion of such only daughter, and £1,500 if two or more daughters, which said sums shall be payable at their respective ages of twenty-one years or marriage which shall first happen, and in the meantime to pay after the death of the said Geo. Meynell for the maintenance and education of such daughters so much money as the interest of their respective portions shall amount unto after the rate of five per cent., unless the said Geo. Meynell shall, in the presence of three or more credible witnesses appoint any lesser sum, provided always that in case any of the said daughters shall happen to die before their portions shall become due then their portion shall be paid

to the survivor or survivors when the original portion of the said survivors shall become payable, provided that no one such daughter shall have for her portion above £1,500., or in case there be younger sons above £1,000 for her portion : provided also that in case any such daughters shall at any time go beyond the seas, and shall remain or be engaged in or depend upon any family abiding in foreign parts then the portion of such daughters shall not be more than £500 apiece, and the residue of their portions shall be paid to such other daughters as shall not go or not remain beyond the seas : and upon the further trust that in case the said Geo. Meynell and Elizabeth his wife shall have one or more younger sons then the said Solomon Wycliffe and Tho. Wasse shall pay, if one such son, £40 yearly, if two or more £30 apiece : and concerning the term of six hundred years limited to Roger Meynell and John Spearman it is to them limited upon the trust that if there be no issue male of the said Geo. Meynell and Eliz<sup>th</sup>. Cockson and one or more daughters, then to pay for their portions, if but one daughter £2,000 if more than one £3,000 equally to be divided amongst them, &c., and in case the said Geo. Meynell shall survive the said Elizabeth it shall be lawful for him by any deed, &c., under his hand to appoint any part of the said mess<sup>es</sup>. &c., in West Dalton whereof he shall be in the actual possession to any woman or women which he shall marry or take to wife after the death of the said Elizabeth, so as the same be not granted without impeachment of wast, and so as the same do not exceed the yearly value of £150, provided also that it shall be lawfull for the said Geo. Meynell during his natural life to lease or demise the said premisses without prejudice to the said term of ninety-nine years, or the said rent charge of £200 for any term not exceeding twenty-one years in possession, so as there be reserved in every such lease the most and best improved rent that can be reasonably had or gotten for the same, without taking any money or other thing by way of fine, and so as the lessee do seal and execute a counterpart thereof, provided that it shall be lawful for the said Geo. Meynell by any deed, &c. or by his last will and testament to charge the said mannor, mess<sup>es</sup>. &c. with any sum not exceeding £3,000 to be payable to such person as he shall direct, and the said Geo. Meynell hath in himself good right, full power, and lawful and absolute authority to grant, &c. all the said premisses to the uses, &c. aforesaid, and the same are freed and discharged from all former gifts, grants, &c. made by, from, or against the said Geo. Meynell, his heirs, &c., or in trust for any of his ancestors except such estate as Mary Meynell his mother hath in the premisses in Aldbrough for her life, and an annuity of £25 to James Meynell his brother, and also the said Geo. Meynell, his heirs, and all claiming any estate or interest in the said premisses

shall and will at all times within seven years next ensuing at his own proper cost upon reasonable request in that behalf make and execute, &c. every such further act, &c. for the better assuring and conveying of all the said premisses to the said John Mayes and John Rudd for the several trusts, &c., as shall be reasonably required so as such further assurances contain in them no further or other warranty or covenant against the several parties, and so as the party required to make such further assurances be not compelled or compellable for the doing thereof to go or traivale from their respective habitations.

Taken July 27, 1722.

Indenture, June 1, 1722, between Thomas Lord Viscount Fauconberg, Baron of Yarum, of the one part, and Rob. Burn of Easingwold, Chapman,\* of the other part, witnesseth that the said Thomas Lord Viscount Fauconberg as well in consideration of a certain sum to him paid by the said Rob. Burne as a fyne, wherewith he acknowledgeth himself satisfied, as of the rents reserved on the part of the said Rob. Burn, his executors, &c. to be paid and performed, hath demised, sett, and to farm lett unto the said Rob. Burn the piece of ground in Easingwold before the house of the said Rob. Burn extending in length from the front of the said house about two yards to the corner of a house belonging to Tho. Wilson on the east, and from thence fifteen yards to the wall belonging to Tho. Fountain on the west, with all ways, waters, &c. to have and to hold unto the said Rob. Burn for the term of ninety-nine years, yielding and paying therefore the yearly sum of 4*l*. Provided always that if the said yearly rent shall happen to be behind or unpaid it shall be lawfull for the said Lord Viscount Fauconberg into the said premisses to re-enter and the same to repossess and enjoy.

Inrolled January 15, 1722-3.

Indenture Tripartite, January 19, 1722-3, between Ralph Bell of Sowerby, Esq., son and heir of Rob. Bell, late of Thirsk, gent<sup>n</sup>., deceased, of the first part, Rich. Darby of the Inner Temple, London, gent<sup>n</sup>., and Rob. Gardiner of the same, gent<sup>n</sup>., of the second part, and Peter Consett of Yarum, gent<sup>n</sup>., and Ralph Consett of Thirsk, gent<sup>n</sup>., of the third part, witnesseth that the said Ralph Bell doth hereby acknowledge and for the barring of all entailes and remainders of all and every the capital mess<sup>es</sup>., mess<sup>es</sup>., &c. hereinafter mentioned, and

\* The application of this designation of calling at the date given is worth noting. It had already four centuries previously become a family rather than merely personal name. The form and particulars of the document at large are peculiar. The delimitation of the land demised is indeed strangely vague and indefinite; and it is by no means apparent what the quality or description of land actually was. It is scarcely freehold, and yet one cannot say it is either copyhold or common.

limitting an absolute estate of the fee simple thereof to the use of the said Ralph Bell and his heirs, and the said Ralph Bell hath granted, &c. unto the said Rich. Darby and Rob. Gardiner all that capital mess<sup>es</sup>. in Kirkgate in Thirsk; two-and-twenty mess<sup>es</sup>. in Thirsk; the several closes of arable, meadow and pasture ground in the town-fields of Thirsk containing two hundred acres; the six mess<sup>es</sup>. and five cottages in Catton; the several farms, closes, &c. in Catton, five hundred acres; the closes, &c. in Sutton-under-Whitstoncliffe, eighty acres; the mess<sup>es</sup>., farm, closes, &c. in Carlton Miniott, eighty acres; the closes, &c. in South Kilvington, ninety acres; the mess<sup>es</sup>. with the farm, closes, &c. in Sowerby, ninety acres; the closes in Bagby, twenty-eight acres; together with all houses, &c., backsides, courtings, courtyards, tofts, crofts, ways, &c., hedgés, fences, ditches, trees, woods, underwoods, commons, common of pasture and turbary, profits, rights, members, &c. to the said mess<sup>es</sup>., &c. belonging: all which said mess<sup>es</sup>., &c. are now in the tenure or occupation of the said Ralph Bell or his undertenants, and late were the estate and inheritance of the said Rob. Bell, deceased, and the reversions, remainders, rents, &c. thereof, and all the estate, right, title, interest, use, trust, property, clause, and demane whatsoever of the said Ralph Bell in the said mess<sup>es</sup>., &c., to have, &c. unto the said Rich. Darby and Rob. Gardiner, their heirs, &c., to the intent that they may be perfect tenants of the freehold of all the mess<sup>es</sup>., &c. until one or more good and perfect recovery may be had against them of all the said mess<sup>es</sup>., &c., and to that end it is covenanted, &c., that it shall and may be lawfull for the said Peter and Ralph Consett at any time before the end of next Hillary Term to prosecute out of the High Court of Chancery one or more writts of entry *sur descizin en le post* or to prosecute any such writt before sued out from thence by them referable in the Court of Common Pleas at Westminster, whereby the said Peter and Ralph Consett have demanded or shall demand against the said Rich. Darby and Rob. Gardiner all the before mentioned mess<sup>es</sup>., &c. by such name or names, quantity or quantitys, quality or qualitys, or contents of acres and things as shall be thought fitt and requisite, unto which writt the said Rich. Darby and Rob. Gardiner shall appear and vouch to warranty the said Ralph Bell who shall appear gratis upon the voucher, and shall enter into warranty, and shall vouch over to warranty the common vouchee, and the common vouchee shall appear and imparle and afterwards make default, whereby one or more recovery or judgment may be had and given for the said Peter and Ralph Consett for recovering of the said mess<sup>es</sup>., &c. against the said Rich. Darby and Rob. Gardiner for them to recover in value against the said Ralph Bell, and for him to recover in value against the com-

mon vouchee according to the manner and form of common recoverys in such cases used: and it is further agreed, &c. that from and immediately after the said common recovery the said Peter and Ralph Consett and every other person which shall be seized of the said mess<sup>es</sup>., &c. by virtue of the said common recovery shall be seized thereof to the only use of the said Ralph Bell, his heirs, &c.

Taken at Newby Wisk, January 21, 1723.

Indenture, Sept'. 25, 1722, between the Right Hon. Thomas, Lord Viscount Fauconberg, Baron of Yarum, of the one part, and Jas. Ainsley of West Rounton, Glover, on the other part, witnesseth that the said Lord Viscount Fauconberg hath demised, granted, setten and to farm lett unto the said Jas. Ainsley, the mess<sup>es</sup>., backside and the appurtenances in Yarum late in the possession of one Jas. Ainsley, uncle to the said Jas. Ainsley, and now of Tho. Smith, Blacksmith, with all buildings, gardens, &c. to have and to hold for the term of twenty-one years at the clear yearly rent of £3. 10., and the said Jas. Ainsley doth agree, &c. well and truly to pay the said rent, and will from time to time during the said term sufficiently repair the said mess<sup>es</sup>., &c., and further that he shall carry all the corn and grain which he shall have occasion to use in the said mess<sup>es</sup>. unto the miln of the said Lord Viscount Fauconberg in Yarum to be milled and ground, that the mulcture and toll thereof due and of right accustomed may be had and taken,\* and also will perform all such duties, suites, and services to the said Lord Viscount, to his courts and marketts, as are due and accustomed to be performed, &c. by the other tenants within the said mannor, lastly, [he] will not assign or sett over the said premisses to any person whatsoever without the lycence and consent of the said Viscount Fauconberg, or his steward first had and obtained.

Inrolled March 9, 1723.

Indenture, April 30, 1723, between the Right Hon<sup>ble</sup>. Thomas, Lord Viscount Fauconberg, of the one part, and Geo. Mitchell of Darlington, Haberdasher, of the other part, witnesseth that the said Lord Fauconberg hath lett the mess<sup>es</sup>. with the appurtenances and a garth on the backside thereof, twelve yards in breadth and forty yards in length, situate in Flapper Street in Yarum, and now in possession of the said Geo. Mitchell, with all the houses, &c. for twenty-one years at the yearly rent of 13s. 4d. : and the said Geo. Mitchell doth covenant, &c.\* (same conditions as in the last Indenture).

Inrolled May 13, 1723.

\* Both this Indenture and the preceding one are useful and instructive to the student of old usages and customs.

Indenture, April 15, 1723, between Joseph Pattinson, late of Sixhills in the county of Lincoln, gent<sup>n</sup>., and Tho. Crosfield of Northallerton, gent<sup>n</sup>., of the other part: whereas by Indenture Tripartite, June 2, 1721, between Daniel Kay of Northallerton, Felmonger, of the first part, the said Joseph Pattinson of the second part, and the said Tho. Crosfield of the third part, the said Daniel Kay did, by consent of the said Joseph Pattinson, grant, transferr and sett over unto the said Tho. Crosfield the mess<sup>es</sup>. or cottage in Lanmoth, *alias* Lamoth, *alias* Lanmorth, in a parcell of a close there called Chapell Kell, the said parcell of the said close together with a parcell of woody ground thereunto adjoining; the close called Chapell Kell; \* the south part of Lanmorth Wood as the same is fenced forth; the meadow or ing divided into three several closes under Lamorth Wood and adjoining upon the river there; the close called the Riddings; † the parcell of ground called the Oxgoing or the Oxgang; ‡ the parcell of ground called the Great Wood with the house therein: all which closes, &c. were then in the tenure of the said Joseph Pattinson; also the parcell of woody ground called Cattoe-Wood in the parish of Leek, also in the tenure of the said Joseph Pattinson, together with all rights, &c. to hold all the said premisses (except Cattoe-Wood) unto the said Tho. Crosfield for the residue then to come of a term of eight hundred years, and to hold Cattoe-Wood for the residue then to come of a term of one thousand years, subject to a proviso for the redemption thereof on payment of £200 upon the 7th day of December next ensuing the date of the said Indenture: and whereas the said Joseph Pattinson did not pay the said sum of £200 and the same is still due and unpaid, and he hath borrowed and taken up at interest of the said Tho. Crosfield the

\* This name is one of a class which are all of them suggestive. When one's attention has been adequately aroused, it becomes a matter of continually recurring remark, that such names as Kirk Field, Chapel Hill, Chapel Garth, or Chapel or Kirk with some other suffix, as in the present case, abound almost all over the country. From my own individual experience I am led to think that in pre-Reformation times, every township had its chapel, while in not a few instances there might even be a second chapel within the limits of the said township. Thus, while the parish of Lythe had its chapel of ease at Egton, I have grounds for asserting that the number of chapels besides in different parts or constituent townships of the parish, was not less than seven, and, I have reason to believe, really included two others. In the case before us, while the former existence of a chapel at or near the locality named is certainly indicated, it is at least as certainly suggested that near it was a *keld*, or spring, of some notoriety. One hardly dares, in the absence of personal knowledge of the place, go further and suggest what the nature of the notoriety may have been.

† An archaic name in its form, and as such worth passing notice. It is, however, more likely to have been imposed by "Danish-speaking" people, than by men of Danish nationality:—a principle, forgetfulness or ignorance of which vitiates the work of the majority of our place-name derivars.

‡ The alternative form of the term here is distinctly noticeable.



further sum of £166. 10. now this Indenture witnesseth that in consideration of the said £166. 10. to the said Joseph Pattinson paid by the said Tho. Crosfield, the said Joseph Pattinson hath ratyified, &c. unto the said Tho. Crosfield the said mess<sup>es</sup>., closes, &c. to have, &c. during all the rest, &c. of the said several and respective terms, free and discharged from the above-mentioned provisoe and agreement and all other provisoes, &c. for redemption thereof, and subject only to the proviso that if the said Joseph Pattinson, his heirs, &c. shall pay unto the said Tho. Crosfield the full sum of £366. 10. with lawful interest upon the 16th October next ensuing then and from thence these presents, and the said several and respective terms, and also a bond bearing even date with these presents, from the said Joseph Pattinson unto the said Tho. Crosfield in the penalty of £733 conditioned for payment of £366. 10. with interest, shall cease, determine, and be null and void.

Inrolled May 30, 1723, before us Wm. Reveley, H. Frankland, Clerk of the Peace.

Indenture, May 28, 1723, between Eliz<sup>th</sup>. Pattinson, singlewoman, daughter of Joseph Pattinson, late of Sixhills, and the said Joseph Pattinson, of the one part, and Will. Wakefield of Huby, Esq., and Will. Dealtry of Gainsbrough in Lincoln, Merchant, of the other part, witnesseth that the said Elizabeth and Joseph Pattinson have granted, &c. unto the said Will. Wakefield and Will. Dealtry the mess<sup>es</sup>. or dwelling-house of the said Joseph Pattinson in Northgate near Newark-upon-Trent in the county of Nottingham, with all outhouses, barns, &c. now in the occupation of Will. Hoag; the mess<sup>es</sup>. in the said Northgate, wherein the said Joseph Pattinson did lately inhabit now in the occupation of Dr. Hunton, with the rights, &c.; the mess<sup>es</sup>. commonly called Lanmoth; those parcells of woody grounds and other lands and grounds called Great Wood and Little Wood, which mess<sup>es</sup>. and lands are in Lanmoth in the parish of Leek, and did heretofore belong to Anthony Green, Esq., late father of Dorothy Pattinson, deceased, who was mother of the said Eliz<sup>th</sup>. Pattinson; also all the wood grounds and lands at Cattoe in the said parish of Leek called Cattoe-Wood, late belonging to John Day; also all other mess<sup>es</sup>., lands, closes, &c. in the said parish of Leek whereof the said Anthony Green died seized, or whereof the said Joseph or Eliz<sup>th</sup>. Pattinson is seized of any estate of freehold, or in possession, reversion, &c. together with all houses, &c. woods, &c. rights, &c. thereunto belonging, to have and to hold to the said Will. Wakefield and Will. Dealtry, their executors, &c. for the term of one year, paying therefore the rent of one pepper corn upon the feast of Philip and Jacob commonly called Mayday only if demanded, to the intent that the said Will. Wakefield and Will. Dealtry may be in the actual possession of the said premisses and

may be enabled to take a release of them to them and their heirs for ever.

Inrolled June 1, 1723.

Indenture Quadrupartite, May 29, 1723, between Eliz<sup>th</sup>. Pattinson, singlewoman, daughter of Joseph Pattinson, of the first part, the said Joseph Pattinson of the second part, Will. Wakefield of Huby, Esq., and Will. Dealtry of Gainsborough of the third part, and Tho. Crossfield of Northallerton, gent<sup>l</sup>., on the fourth part, witnesseth that for and in consideration of certain Articles of Agreement, indented, dated about Sept<sup>r</sup>. 19, 1721, made between the said Eliz<sup>th</sup>. Pattinson of the one part, and the said Joseph Pattinson of the other part, the said Eliz<sup>th</sup>. Pattinson by and with the consent and directions of the said Joseph Pattinson testified by his being made a party to these presents and also the said Joseph Pattinson have granted, released and confirmed [their] respective estates, right, title and interest to the said Will. Wakefield and Will. Dealtry, in their actual possession thereof now being by vertue of a bargain and sale for one year to them thereof made by the said Joseph and Eliz<sup>th</sup>. Pattinson by Indenture dated the day before the date of these presents in consideration of money paid, and to them and their heirs for ever the mess<sup>es</sup>., &c. in Northgate in the occupation of Will. Hoag; the mess<sup>es</sup>. in the occupation of Dr. Hunton in the Northgate; the mess<sup>es</sup>. called Lanmoth; and the Great Wood and the Little Wood at Lanmoth; the woody grounds and land called Cattoe-Wood, with all houses, &c. and the reversion, rents, &c. and their right, title, &c. to have and to hold unto the said Will. Wakefield and Will. Dealtry: and whereas by Indenture dated about March 25, 1613, the governors of the goods, possessions, and revennues of the free grammar school of Prince Henry of Otley did demise, grant and to farm lett unto Jas. Green, Esq., grandfather of the said Anthony Green, certain closes, lands and woody grounds at Lanmoth, now in the occupation of the said Joseph Pattinson, for a term of one thousand years, now this Indenture further witnesseth that the said Eliz<sup>th</sup>. and Joseph Pattinson have bargained, sold, &c. unto the said Will. Wakefield and Will. Dealtry all the closes, lands, &c. in the said parish of Leeke so as aforesaid, or in any other manner demised or granted, or to farm letten to the said Jas. Green by the said governors to have and to hold for and during all the residue of the said term of one thousand years: and the said Eliz<sup>th</sup>. Pattinson doth covenant, &c. with the said Will. Wakefield and Will. Dealtry that it shall be lawful for them to hold, use, occupy, &c. the said mess<sup>es</sup>., closes, &c., as well freehold as leasehold, and to take the rents, &c. thereof without the lawful lett, suite, hindrance, &c. of the said Eliz<sup>th</sup>. Pattinson and

Mary Green of the city of Lisbon in the kingdon of Portugall, the aunt of the said Elizabeth, and the said Elizabeth for the consideration aforesaid hath remised, released and for ever quitt clame unto the said Joseph Pattinson all her estate, right, &c. in and to a mess<sup>es</sup>. and farm in the parish of Whorlton, now in the occupation of the said Joseph Pattinson, which is held by lease to him granted by the Hon. Rob. Bruce and Jas. Bruce, brothers of the Right Hon. the Earl of Ailsbury, and all her share, part and proportion of the goods and chattells, real and personal, or other estate whatsoever which did belong to the said Anthony Green, or unto John Green, his son, by the custom of the Province of York, and whereas one fine *sur connissance de droit come ceo* is already acknowledged and levied before his Majesty's Justices of the Common Bench at Westminster of the said freehold mess<sup>es</sup>. and parcells of woody ground in Lanmoth, amongst divers other mess<sup>es</sup>., lands, &c. by the said Eliz<sup>th</sup>. and Joseph Pattinson together with Roger Lee, gent<sup>l</sup>., and Charles Fenwick and Margaret his wife to the said Tho. Crosfield and his heirs, it is declared and agreed that as well the said fine as every other fine already or hereafter to be made of the said mess<sup>es</sup>. and lands in Lanmoth together with any other mess<sup>es</sup>. and lands by the said Joseph and Eliz<sup>th</sup>. Pattinson to any persons whomsoever, and the estate executed thereupon shall as to the said freehold mess<sup>es</sup>. and woody ground in Lanmoth after the executing and levying thereof be esteemed and deemed, &c. to be for the use and behoof of the said Tho. Crosfield for the further and better securing the payment of £366 which the said Joseph Pattinson is indebted to the said Tho. Crosfield, and after the payment of the said sum and all interest due for the same, for the use of the said Will. Wakefield and Will. Dealtry : and it is further declared and agreed by and between the said Joseph Pattinson, Will. Wakefield and Will. Dealtry that if the said Joseph Pattinson shall fail or make default in the payment of the said sum, it shall be lawful for the said Will. Wakefield and Will. Dealtry if they shall so please and think fitt to pay and discharge to the said Tho. Crosfield all such sums as shall be due upon the mortgage for principall, interest and costs, and for the said Tho. Crosfield to grant, &c. unto the said Will. Wakefield and Will. Dealtry the said mortgaged premisses and all his estate, &c. therein, and that the said Joseph Pattinson hath not already nor shall further incumber the said mortgaged lands and tenements by any ways or means above the said £366, nor suffer above six months interest for the same at any one time to be unpaid.

Inrolled June 1, 1723.

Indenture Tripartite, May 30, 1723, between Joseph Pattinson of

Sixhills, gent<sup>n</sup>., of the first part, Elizabeth Pattinson his daughter of the second part, and Will. Wakefield of Huby, Esq., and Will. Dealtry of Gainsborough of the third part, whereas by Indenture of bargain and sale dated the 28th of this instant May, between the said Eliz<sup>th</sup>. and Joseph Pattinson of the one part, and the said Will. Wakefield and Will. Dealtry of the other part, and by Indenture of Release Quadrupartite of May 29th between the said Eliz<sup>th</sup>. Pattinson of the one part, Joseph Pattinson on the second part, Will. Wakefield and Will. Dealtry on the third part, and Tho. Crosfield of Northallerton on the fourth part, the said Eliz<sup>th</sup>. and Joseph Pattinson did grant, &c. to the use of the said Will. Wakefield and Joseph Pattinson two mess<sup>es</sup>. in Northgate ; a mess<sup>ce</sup>. and several parcells of woody ground in the parish of Leek ; and did bargain, sell, &c. certain closes at Lanmoth for the residue of a term of one thousand pears, this Indenture witnesseth that the said houses and lands of inheritance so given, conveyed to the said Will. Wakefield and Will. Dealtry, and the said leasehold lands so bargained, sold, &c. to them were so bargained, sold, &c. to the intent that they, their heirs, &c. shall and may out of the rents, &c. thereof, or by mortgage or sale thereof, and of the woods, underwoods or trees thereupon raise, levy and pay to the said Eliz<sup>th</sup>. Pattinson £15 yearly for the term of two years, also the annual sum of £20 for the term of her natural life if she shall continue so long sole and unmarried, and also the sum of £510 to be paid at the end of six kalendar moneths after she shall be married to any person by and with the consent of Tho. Heneage of Cawdby in the county of Lincolne, Esq., and Bradshaw Pierson of Gray's Inn in the county of Middlesex, Esq., and in case she shall continue untill her death sole and unmarried, and depart this life before she shall be married then the said Will. Wakefield and Will. Dealtry shall and may raise, &c. such sums not exceeding in the whole £100 to such persons as she shall by any deed, or by her last will and testament give or dispose of the same : and to the further intent that after the raising, &c. of all such sums the said Will. Wakefield and Will. Dealtry shall convey and transferr the said mess<sup>es</sup>., lands, &c. to such person as the said Joseph Pattinson shall direct : and the said Joseph Pattinson doth covenant, &c. with the said Eliz<sup>th</sup>. Pattinson that in case the said Will. Wakefield and Will. Dealtry shall make default in the payment of the said several sums to her, then he will pay and make good to her all such sums as there shall be such failure of payment of.

Inrolled June 2, 1723.

Indenture Quadrupartite, March 23, 1723, between Thomas Belasyse, son and heir of Frances Belasyse of Owlston, widow, deceased, of the

first part, Rich. Belasyse of Lincoln's Inn in the county of Middlesex, Esq., executor of the last will and testament of the said Frances Belasyse, of the second part, Geo. Benson of the city of York, Esq., and Will. Thompson of the said city, gent<sup>n</sup>., of the third part, and the Right Hon. Thomas, Lord Viscount Fauconberg, son and heir of Thomas, Lord Viscount Fauconberg, deceased, of the fourth part, whereas by Indenture Tripartite bearing date about May 16, 1702, between the Right Hon. Thomas, Lord Viscount Fauconberg, father of the said Viscount Fauconberg, of the first part, the said Rich. Belasyse of the second part, and the said Frances Belasyse of the third part, the said Viscount Fauconberg, the father, did grant to the said Frances Belasyse and her heirs the several fee farm rents therein mentioned to hold to her and her heirs in trust for the said Rich. Belasyse and his heirs : and whereas by another Indenture Tripartite dated about Sept<sup>r</sup>. 5, 1702, between the said Frances Belasyse of the first part, the said Rich. Belasyse of the second part, and the said Viscount Fauconberg, the father, of the third part, therein reciting that the said Lord Fauconberg, the 16th May then last past, had entered into bond to the said Rich. Belasyse of the penalty of £2,000 conditioned for the payment of £1,000 and interest, and that the said Rich. Belasyse had obtained judgment thereon as of Easter term then last past, and further reciting that the said Lord Fauconberg, Oliver Towtell and Rich. Stubbs had then lately surrendered according to the custom of the manor and forest of Macclesfield in the county of Chester into the hands of the Queen and to the use of the said Rich. Belasyse and his heirs severall copyhold mess<sup>ges</sup>., cottages, lands, &c. at Sutton in the county of Chester, heretofore the estate of Hugh Broadhurst and then of the said Viscount Fauconberg, and reciting the said Indenture of May 6, 1702, and that the said grant of the fee farm rents, the said bond judgment, and the said surrender of the said copyhold premisses were a security to the said Rich. Belasyse for £1,200 and interest, and further reciting the said Rich. Belasyse was to have executed a defeazance but had not done the same, and further reciting that the said Frances Belasyse had advanced and paid to the said Rich. Belasyse £1,200 and all interest due to that time ; and the said Rich. Belasyse did thereby declare and agree that the said Frances Belasyse and her heirs should from thenceforth stand and be seized of the said fee farm rents to her granted in trust for the said Rich. Belasyse freed and discharged from the said trust, and the said Rich. Belasyse did thereby release to her all his right, &c. to the said rents, and did thereby agree that his name should thenceforth be in trust for her, and did thereby assign to her the said £1,200 and interest, and the said Lord Falconberg, the father, did thereby declare that the said premisses,

as well freehold as copyhold, and the said bond and judgment should be security to her for the said £1,200 and interest for the same at 6 per cent., subject to the redemption of the said Lord Fauconberg, and whereas the said Frances Belasyse is since dead, having in her life-time made her will, and the said Rich. Belasyse, Henry Frankland, and Rob. Jackson, her executors, duly proved the will, and whereas the said Viscount Fauconberg, the father, is since dead, and the equity or redemption of the said freehold and copyhold premisses is since vested in the said Lord Fauconberg, party to these presents, and whereas £700 part of the said principall money of £1,200 was paid by the said Viscount Fauconberg, the father, in his life-time, and whereas by Indenture, dated March 4, 1718, between the said Thomas and Rich. Belasyse of the one part, and the said Geo. Benson of the other part, the said Rich. Belasyse did grant, &c. the said securities to the said Geo. Benson redeemable on payment of £500, which conveyance was duly executed by the said Rich. Belasyse, but the said Tho. Belasyse refused to execute the same, and whereas the said Geo. Benson was only a nominal trustee for the said Will. Thompson, and whereas John Durden of Miler in the county of Cornwall, gent., and Mary his wife, and Frances Whittaker, June 9th, 1721, exhibited their Bill in the Hon. and High Court of Chancery against the said Rich. and Tho. Belasyse, and the said Viscount Fauconberg, as well to have a discovery of the assets of the said Frances Belasyse, and to have the legacy to them by her given, paid, and to enforce the payment of the said £500 and interest, and the defendants having put in their answers the cause was, Tuesday, June 5th last, heard before the Right Hon. Sir Joseph Jekill, Master of the Rolls, and the said Court did order and decree that upon the said Viscount Fauconberg's payment of such principall and interest as by the Master should be certified to be due upon the said mortgage to the said Will. Thompson and to the said plaintiffs and defendants (except the said Tho. Belasyse), their costs to be taxed by the said Master, the said defendant, Tho. Belasyse, the heir-at-law to the said Frances Belasyse, and all other proper parties should reconvey the said mortgaged premises to the said Lord Fauconberg or to whom he should appoint, and whereas the said Master hath the 14th day of this instant made his report, and therein certified to be due on the said mortgage for principall, interest and costs £569. 2. 6. which the said Viscount Fauconberg is to pay to the said Will. Thompson : now this Indenture witnesseth that in consideration of the said £569. 2. 6. to the said Will. Thompson paid by the said Lord Fauconberg the said Rich. and Tho. Belasyse, and Geo. Benson in obedience to the said decree have bargained, sold, released, &c. unto the said Lord Fauconberg and his heirs the annual

fee farm rent of £2. 13. 4. issuing out of land in Bradford in the Archdeanery of Richmond, payable by Henry Pudsey, and parcell of the late Priory of Ellerton; \* the fee farm rent of £1 payable out of York Crookes payable by the tenant, parcell of the lordship of Middleham and Richmond; the fee farm rent of £2. 10. payable for a tenement in Thorp; a fee farm rent of £2 payable out of the rectory of Rookby-cum-Mortimer, which said premisses were parcell of the late Priory of Egglestone; a fee farm rent of £2 payable out of lands in Allow, Cowton and other places, payable by John Gakes or by Will. Bulmer, parcell of the late Priory of Marricke; a fee farm rent of £4 payable out of a tenement and Stonehow-close in Temple Dusker, payable by John Gakes, parcell of the comondry of the Mount of St. John the Baptist; a fee farm rent of £2. 3. payable out of lands in Allan and Hedlam and Thorngate Milns in the county of Durham, payable by Math. Scothart, parcel of Bernarcastle rents; a fee farm rent of £43. 2. payable out of the mannor of Easeingwould and Hubby, and all *nomine penes* powers of entry and distress and forfeiture for non-payment of the said rents, and all the estate of the said Rich. and Tho. Belasyse and Geo. Benson to the said rents and premisses, and also all other rents and hereditaments which by an Indenture of May 1, 1688, between Sir Will. Haward of Tanbridge in the county of Surrey, Knight, Sir John Talbot of Lacock in the county of Wilts, Knight, and Will. Harbard, Esq., of the one part, and the Right Hon. John Lord Belasyse of the other part, were granted, &c. by the said Sir Will. Haward, Sir John Talbot and Will. Harbard to the said John Lord Belasyse and his heirs to have and to hold the said fee farm rents unto the said Thomas Lord Fauconberg: and this Indenture further witnesseth that the said Rich. Belasyse did covenant, &c. with the said Lord Fauconberg that the said Rich. Belasyse shall at any time at the request, cost and charges of the said Lord Fauconberg surrender to the said Lord Fauconberg or to such persons as he shall appoint the said copyhold mess<sup>es</sup>., lands, &c. in Sutton to him surrendered securing the said £1,200, and also execute a warrant to acknowledge satisfaction on the said judgment given to the said Rich. Belasyse by the said Lord Fauconberg, the father, and the said Rich. Belasyse doth covenant, &c. with the said Lord Fauconberg that he hath not at any time done or willingly or wittingly suffered to be done any thing whereby the said fee farm rents, &c. hereby sold, &c. to the said Lord Fauconberg are or may be incumbered or impeached

\* The particulars given in this portion of the document, and those that follow, touching lands that had formerly belonged to a number of different Religious Houses, are not without their value, and may prove of assistance to persons seeking to deal with the history of either of the Houses mentioned.

in title, charge, estate or otherwise, the said conveyance of March 4, 1718, only excepted and foreprized : \* and the said Geo. Benson doth covenant, &c. with the said Lord Fauconberg that he hath not at any time done, &c.

Inrolled August 13, 1723.

Indenture June 12, 1723, between John Nandike of Welham, gent<sup>n</sup>., and Mary his wife, who is one of the daughters and co-heirs of John Wilson late of Manfield, deceased, of the one part, and Roger Meynell of Kilvington, Esq., Geo. Meynell of Aldbrough, Esq., Solomon Wycliffe of Gales, Esq., and John Mayes of the Frerage near Yarm, Esq., of the other part, witnesseth that in consideration of the marriage had and solemnized between the said John Nandike and Mary his wife, and of a settlement made by the said John Nandike of the mannors of Welham and Sutton with the rights, &c., and his lands in Welham and Sutton by Indenture bearing even date with these presents between the same parties, whereby a provision of £60 *per annum* is made to the said Mary for her jointure, and other provision for her issue, and for the setting, conveying and assuring the mess<sup>es</sup>., lands, &c. herein-after mentioned as well freehold as leasehold, descended or otherwise come unto the said Mary as one of the daughters and co-heirs of the said Rob. Wilson, or as one of the administrators of Rosamond Wilson, her mother, and widow and relict and also administrator of the goods and chattels, rights and creditts of the said Rob. Wilson [: and ] her husband to such intents, &c., as are hereinafter mentioned pursuant to certain Articles of Agreement Tripartite upon the contract of the said marriage, dated July 19, 1718, between the said John Nandike of the first part, the said Mary by the name of Mary Wilson of the second part, the said Roger Meynell, Geo. Meynell, the father of the said Geo. Meynell party to these presents, the said Geo. Meynell, Solomon Wycliffe and John Mayes of the fourth part, before the intermarriage of the said John Nandike and the said Mary, (the said Mary having already at the request of her said husband joined with him in the sale of her third part of several lands, &c. at Melsonby, and the money arising by the sale thereof been applied as by the said marriage articles is directed,) the said John Nandike and Mary his wife have bargained, &c. unto the said Roger Meynell, Geo. Meynell, Solomon Wycliffe, and John Mayes their third part of the capital mess<sup>es</sup>., with the appurtenances and of the orchards, gardens and curtilages ; a close called the Killgarth, and of all freehold lands, &c. thereunto belonging in Manfield, heretofore in the possession of the said Rosamond Wilson, widow, and late of Eliz<sup>th</sup>. Salkeld, widow, and now of Leonard Brown,

\* See Vol. IV., p. 175, and note.



and all other their freehold mess<sup>es</sup>., lands, &c., in Manfield, with all houses, outhouses, &c., and the reversion, remainders, rents, &c., and all the estate, right, &c., to have &c., upon the trust, hereinafter expressed, and whereas the Right Hon. Thomas, Earl of Ailesbury, by Indenture dated October 14, 1699, did lease, &c., unto the said Rob. Wilson the five mess<sup>es</sup>. in Manfield, three closes of pasture ground, two hundred and nineteen acres, called Westholme-close, Waynleys, and another close; the pasture ground near the River Tees, seventeen acres; the close called Wrangs, fourteen acres; and seventy-four acres of arable inclosed land, then in the tenure of the said Rob. Wilson and now in the tenure of Rich. and Henry Nateby, Tho. Arrowsmith, Jas. and Leonard Browne, Geo. Elwin, Edw. Robinson, Tho. Thornton, Ralph Pierson and Anne Wilson, with all houses, outhouses, &c., to hold unto the said Rob. Wilson for the term of ninety-nine years, if Eliz<sup>th</sup>. Wilson, Rosa, and Anne Wilson, sisters of the said Mary (the which said Eliz<sup>th</sup>. and Rosa Wilson are still living), or any of them should so long live, under the yearly rents thereby reserved, of which said five mess<sup>es</sup>. and premisses the said Mary is intituled, and in her right, the said John Nandike, to one full third part: now this Indenture witnesseth that the said John Nandike and Mary his wife have granted, &c., to the said Roger and Geo. Meynell, Solomon Wycliffe, and John Mayes their third part of those five mess<sup>es</sup>. and the closes for the residue of the said term of ninety-nine years in as full, ample and beneficiall manner as the said John Nandike and Mary his wife might have held and enjoyed the same, upon the trusts nevertheless that the said Roger and Geo. Meynell, Solomon Wycliffe, and John Mayes shall with all convenient speed make absolute sale of the said third part of the said premisses for the best prices that can or may be reasonably had, and shall apply the money arising by such sale towards the paying of a debt of £1,200 due to Tho. Wycliffe of Richmond, gent<sup>n</sup>., upon a mortgage of the mannors of Welham and Sutton, made by Will. Lister of Welham, gent<sup>n</sup>., and the said John Nandike, being the remainder of a debt of £1,640 in the said articles mentioned to be due to the said Will. Lister, and if there be any surplus after the payment of the said debt to pay such surplus to the said John Nandike, and the said John Nandike doth covenant, &c., that he will, before the end of Trinity term, at the request of the said Roger and Geo. Meynell, Solomon Wycliffe and John Mayes, acknowledge and levy to them one fine *sur cognizance de droit come ceo* with proclamations, of all the said third part of the said mess<sup>es</sup>. and close and all the said freehold premisses in such manner as by their counsell learned in the law shall be advised, and further, that he and his wife shall at their request make and do all such further acts, &c., for the further corroborating of the respective estates herein

granted as by them shall be reasonably required : and the said John Nandike and Mary his wife shall have full power, liberty, &c., from time to time (with the approbation and consent of the said Roger and Geo. Meynell, Solomon Wycliffe and John Mayes, such approbation being signified by their being parties to some deed in that behalfe and not otherwise), by any deed, &c., to revoake, alter, &c., any of the uses, or trusts, &c., before specified, concerning any part of the said premisses, and may limit and declare new or other uses or trusts, &c.

Inrolled August 13, 1723.

Indenture Tripartite, March 26, 1723, between Roger Brigham of Carlton Miniott, Esq., of the first part, John Routh, sen<sup>r</sup>., of Whinhouse, Stapler, of the second part, and Tho. Greenside of Sandholme in the parish of Thornton in Le Street, of the third part, whereas by Indenture of lease and release, dated respectively about March 22 and 23, 1718, the release being tripartite between Tho. Clough of Lowhouse in the constabulary of Carlton Miniott, yeom<sup>n</sup>., of the first part, the said John Routh of the second part, and the said Roger Brigham of the third part, the said Tho. Clough in consideration of £81. 18. to him paid by the said John Routh (whereof £71. 18. was the proper money of the said Roger Brigham), did grant, &c. unto the said John Routh and his heirs the mess<sup>es</sup>. and garth in Carleton Miniott, then in the tenure of Rich. Morley, with all houses, &c., and his estate, right, &c., to the same for the term of ninety-nine years, and after the expiration thereof to the use of the said Roger Brigham, in which Indenture of Release is contained a proviso that if the said Roger Brigham, his heirs, &c., should pay to the said John Routh £10 with lawful interest then the said term should cease and be void &c., and the said John Routh did thereby covenant that after the payment of the said £10 and interest he would grant and convey the said premisses unto the said Roger Brigham, and whereas the said Roger Brigham hath not paid the same whereby the estate of the said John Routh in the premisses is become absolute in the law, and whereas the said Roger Brigham hath this day paid unto the said John Routh all the interest which remained due for the forbearance of the said £10 until this day, now this Indenture witnesseth that in consideration of the £10 paid to the said John Routh at the request of the said Roger Brigham by the said Tho. Greenside in full satisfaction of the £10 due to him, and of the further sum of £90 to the said Roger Brigham paid by the said Tho. Greenside the said John Routh by the consent of the said Roger Brigham, and the said Roger Brigham have granted, &c. unto the said Tho. Greenside the said mess<sup>es</sup>. and garth for all the residue of the said term, provided and upon condition that if the said

Roger Brigham shall pay the said Tho. Greenside £100 and interest upon the 26th day of September next then the said term shall cease, determine, &c., and the said Roger Brigham doth covenant, &c. that he will pay the said Tho. Greenside the said £100 as aforesaid, and also that the said term now is good and valid in the law and in full force and in no wise merged, changed, surrendered, &c., and that the said Roger Brigham and John Routh have good right, &c. to confirm, &c. unto the said Tho. Greenside the said house and garth and the said Tho. Greenside shall and may after default shall be made in the payment of the said £100 and interest occupy and possess the said premisses, and take the rents, &c. thereof without lett, &c. from the said Roger Brigham and John Routh, and moreover the said Roger Brigham shall at any time after such default at the request of the said Tho. Greenside make such further act, &c. for the better assigning, &c. of the said mess<sup>es</sup>. as shall be reasonably required, and the said John Routh doth covenant, &c. that he hath not done anything whereby the said mess<sup>es</sup>., &c. may be charged, merged or anyway incumbered, and lastly, it is hereby declared and agreed that the said Roger Brigham shall and may peaceably, and quietly hold and enjoy the said mess<sup>es</sup>., &c. and take the rents, &c. until default shall be made in payment of the said £100 and interest.

Inrolled August 13, 1723.

Indenture, May 4, 1724, between Bradshaw Peirson of Gray's Inn in the county of Middlesex, Esq., of the one part, and John Thomas of Newton in Cleveland, yeom<sup>n</sup>., of the other part, witnesseth that the said Bradshaw Pierson hath granted, released, &c. unto the said John Thomas (in his actual possession and seizin by an Indenture of bargain and sale dated the day next but one before the date of these presents and of an Indenture of release between Benjamin Pyne, Citizen and Goldsmith of London, of the one part, and the said John Thomas on the other part, and do purport the conveyance of the mess<sup>es</sup>., barne, little close or garth, oxgang of land and hereditaments herein mentioned to the use of the said John Thomas by the said Benjamin Pyne,) the mess<sup>es</sup>. wherein the said John Thomas now inhabitts in Newton abutting upon a garth belonging to the said Benjamin Pyne in the possession of Math. Rigg on the south, upon a mess<sup>es</sup>. belonging to Will. Norton, Esq., on the north, upon the town street of Newton upon the west, and upon Newton Pasture \* on the east; also a barn

\* This, I think, is, as a document involving a variety of matters of interest to such as care to note old usages and customs, old or obsolete terms, and matters cognate or connected with them, one of the most fertile and communicative I have almost ever met with. We have Newton Pasture, Newton Lower Pasture, the New Close Pasture, all specified: we have the characteristic description of the Oxgang,

and a little close over against the said mess<sup>es</sup>.; an oxgang of land, arable, meadow and pasture lying dispersedly in the townfields of Newton in several pieces, all in the mannor, &c. of Newton and now in the tenure of the said John Thomas; two beastgates in the lower pasture of Newton; a beastgate in Langbargh Riggfield; three avarage gates in Newton Fields in avarage time; two and a half wintergates in the pasture; the sixth part of a gate in the new close pasture; the fourth part of a summer-gate in a place called Milnbeck, some years in the Summer Pasture and other years in Langbargh Rigg fields, as accustomed; two sheepgates in the Fallowfield, and a beast gate in Newton-Ings from Lady Day to the third day of May as fully and to all intents and purposes as the said John Thomas hath held and doth now hold and enjoy the same, and also so much of the ground and soile of the said pastures as doth belong to and will fall to the shares of the owner of the said mess<sup>es</sup>. and oxgang of land in respect of the said cattlegates when the said pastures shall come to a partition or division, together with all manner of houses, outhouses, &c. and the reversion, &c. to the only proper use and behoofe of the said John Thomas.

Inrolled October 8, 1723.

Indenture, May 4, 1723, between Bradshaw Peirson of the one part, and John Jackson of Great Ayton, gent<sup>n</sup>., of the other part, witnesseth that the said Bradshaw Peirson hath granted, &c. unto the said John Jackson by vertue of an Indenture of bargain and sale for one year, dated the day next but one before the date of these presents, and of an Indenture of release dated the day next before the date of these presents between Benjamin Pyne of the one part and the said John Jackson of the other part, purporting the conveyance of a mess<sup>es</sup>., oxgang of land, &c. to the use of the said John Jackson by the said Benjamin Pyne, the mess<sup>es</sup>. with two orchards and a garth on the back-side thereof in the town of Newton; an oxgang of land, arable, meadow and pasture lying dispersedly in several parcells in the townfields, that is to say, one rood piece adjoining on the Milnbeck on the

"arable, meadow and pasture, lying dispersedly in the townfields in several pieces": beast-gates, average gates in "avarage time," summer-gates, winter-gates, all mentioned; the fact that such gates might and did vary as to their location in different years; sheep-gates named, the duration of time as to which some of these "gates" were limited, and the distinction between winter-gates and summer-gates, set out for notice in a marked way. And besides all this there is the more than admitted probability that all these several rights or privileges were approaching a foreseen termination—"when the said pastures shall come to a partition or division." One such "partition or division," the formal award connected with which I copied out in full a few months ago, was singularly instructive as well as interesting. Its date was thirty-five years later than that of the present document.

south; one Milnbeck-wand adjoining also on the Milnbeck; one wand\* called Lowsybush-wand lying within the Ings gate; another wand called Greystone-wand; another wand lying a little from Carrfoot-gate all in the field commonly called Newton Ings; also two lands lying together in a field called the Flatts, about an acre, four lands lying together in the middle of the same flatts; two butts† lying together within Greenhowcar-gate in the same field; and another butt also in Greenhowcar-gate; a butt lying in Ramshaw-Hill-field or Spout-field a little from the Spout Runnel; a land lying a little from Skammell Beck; half a land at the farr side of the Spout-field; two lands lying together on that side towards the town on Ramshaw-Hill; two lands and a gaire‡ lying together called Calf-Criblands in the field called Chappell-Well in Newton, a little from the Oxclose-Nook; two swaithes§ a little from Chappell-Well|| in the said feild; two lands

\* This document from the quality of its contents is even of greater interest than the last, with which in other respects it is most closely connected. In fact it supplements the other in a singular manner by reason of the details it proceeds to give as to local matters, in which the former was deficient. The present term, or *wand*, is one I have not previously met with in this connection. That its signification is a division, rather than a "measure," of land is, of course, apparent; that it was a long and narrow division, or slip, is surely to be inferred; and I think it is more than an inference that it was a slip of pasture-land as distinguished from arable. If that be so, it shuts out any supposition that the term is an abbreviation of *wandales*: for the *wandales* originally were long divisions or slips of the common-field of the vill. I am inclined to couple it with the *winds* or *wynd*s of the old towns of the North of England as well as Scotland. There were, for instance (if not "there are") "weends" (so sounded) in Yarm, and these *winds* were lanes or alleys, not so very narrow, several of them. The pronunciation of *wind*, with the *i* long, in Cleveland is "weeënd," the *a* syllable being as short and sharp as possible; and provided only the term *wand* was pronounced *waind*, as I think it must have been, the connection of the word might be looked upon as established. But the origin or derivation would still be to seek. Halliwell gives the word "*wand*, to inclose with poles," but with no further information. It is quite possible that these *wands* were marked out by the aid of dowells or stubs, set at the ends of the slips at proper distances apart: nor do I know that that consideration is inconsistent with what is stated before. My fishing-rod in Berwickshire fifty years ago was usually called my "wahnnd."

† I have contended, in opposition to Mr. Seebohm and others, that these pieces of land, or rather the pieces of land called "butts," did not depend for their names on the circumstance of their *abutting* on this or that object or thing; but that they were the short ends of "lands" cut off from the longer portions or slips they belonged to by casual circumstances, such as the passage of a road or a foot-way, a small water-course or what not. This idea is singularly confirmed by these entries.

‡ This is Mr. Seebohm's "gore" or "gored acre." At p. 6 he writes "corners of the fields which, from their shape, could not be cut up in the usual acre or half-acre slips, were sometimes divided into tapering strips pointed at one end and called "gores" or "gored acres." The more customary name for these angular-shaped pieces in the more purely Scandinavianised parts of the district was "*wra*," a term of much more frequent occurrence in the North Riding than *gore* or *gaire*."

§ This word has been dealt with before. See Vol. IV., p. 162.

|| See note on Chappellkell at a previous page: p. 56.

lying near Littleworth-Style ; a land lying in a place called the Catt-whinns ; \* a land lying upon Whitegate Hill ; and a land lying at Fisher Style ; also two cowgates in the cowpasture ; † a beastgate in Langbarugh Rig-field ; and so much of the ground or soile of the said pasture as doth belong to the said oxgang &c. ; together with three avarage gates and two pasture gates till Lady Day, and a gate in the Ings till the 3rd day of May, and so many sheepgates in the Fallow-fields ‡ as do belong to the said oxgang, together with all houses, outhouses, &c.

Inrolled October 8, 1723.

Indenture May 4, 1723, between Bradshaw Peirson of the one part, and Leonard Hoggard of Newton in Cleaveland, yeom<sup>n</sup>., of the other part, witnesseth that the said Bradshaw Peirson, hath granted, &c. unto the said Leonard Hoggard by virtue of Indentures of sale and of release between Benjamin Pyne of the one part, and the said Leon. Hoggard on the other part, the mess<sup>es</sup>. wherein the said Leonard Hoggard doth now inhabit ; an oxgang of land, arable, &c., lying dispersedly in the townfields of Newton ; two beastgates in the cow-pasture ; a beastgate in Langbarugh Rig-field ; three avarage gates in Newton-fields in avarage time ; two and a half winter-gates in the pasture ; the sixth part of a gate in the winter-gates ; the fourth part of a gate in a place called Milnbeck, some years in the sumer pasture, and other years in Langbarugh Rigg-field ; two sheepgates in the Fallow-field ; a beastgate in Newton Ings from Lady Day to the 3rd May as fully as the said Leonard Hoggard hath held and doth now hold and enjoy the same, and so much ground, &c., as doth belong to the owner of the said mess<sup>es</sup>. and oxgang, with all houses, &c. for the only proper use of the said Leonard Hoggard.

Inrolled October 8, 1723.

Indenture May 4, 1723, between Bradshaw Peirson, of the one part, and John Bennison of Newton in Cleaveland, Mason, of the other part, witnesseth that the said Bradshaw Peirson hath granted, &c. to the

\* Of interest from a botanical point of view. The plant named is the wild rose (*Rosa canina*). In the Freeholders' Wood near Aysgarth falls, there are said to be growing thirty different varieties of the "dog-rose." I myself saw fourteen gathered by a non-botanical party one day a year or two ago, and without deviating ten yards on either side from the ordinary foot-way from the station to the falls. There must have been a similarly distinguished spot at this place.

† Here we have to note the special cow-pasture of the township, with pasturage for so many cows, and no more in it.

‡ The limitation of the sheep-gates to the fallows is the noteworthy matter here. The beast-gates, cow-gates . . . and so forth were in special pastures. Not so with the sheep.

said John Bennison by virtue of Indenture of sale, and of release between Benjamin Pyne and the said John Bennison, the cottage house or tenement in the tenure of Tho. Moone, Blacksmith, with the smith-shop and a garth or curtilage ; a grass garth, part of an oxgang of land ; several pieces of ground in the townfield which, with the said grass garth, make up an oxgang of land, that is to say, three lands in a field called Far-flatts ; four swaithes near the Greystone in Newton Ings ; two swaithes in the said Newton Ings in a place called Milnebeck ; two lands in Newgate-field at a place called Fisher Style ; a land at Whitegate-hill in the same field ; three lands at the washing-stone ; a land in the said last mentioned field in a platt called the Cottwhinns ; at Langbarugh-gate two half-lands lying next the east hedge ; two lands near Dimble-dough-hill ; a bogg-butt and two lands in Spout-field near Ramshaw-hill ; two lands in the same Spoute-field in a place called the Butt of the Ashes ; a land in the same field at the town-end, the next land save one to the hedge ; two swaythes in the same field under the wood ; two beastgates in the cow-pasture ; a beastgate in Langbarugh Rigg-field ; and so much of the ground &c., together with four avarage-gates in Newton fields in avarage time, one whereof doth belong to, and hath been used in right of the said cottage, and the other three in the right of the said oxgang of land ; also two wintergates in the pasture ; two sheepgates in the Fallow-field and a beastgate in the Ings from Lady Day to May 3rd yearly, also all other lands and grounds within the townfields which the said Tho. Moone doth now hold as part of the said oxgang of land, together with all houses, &c., unto the said John Bennison.

Inrolled October 8, 1723.

Indenture May 1, 1723, between William Dinmore of Sowerby, chirurgien, and Sarah his wife, of the one part, and Tho. Marshall of Earsley Peele, yeom<sup>a</sup>., of the other part, whereas the said Will. Dinmore and Sarah his wife or the one of them is by several good and [?] mesne conveyances lawfully possessed of, interested in, or intituled unto a mess<sup>g</sup>., and an orchard, garden or croft in the said Will. Dinmore's possession ; four oxgangs of arable land in Sowerby field ; four gates in a field called Oxmoor ; five closes called the Sandholmes in the possession of Will. Johnson ; a garth called the Brick-garth in possession of Tho. Routh ; a close called the Streetfield in possession of Rob. Young all in the lordship or mannor of Sowerby, for several numbers or long terms of two thousand years heretofore made and granted by Sir Tho. Lascells, Knight, deceased, and Will. Lascells his son, also deceased, in the reign of our late Sovereign Lady Queen Elizabeth : now this Indenture witnesseth that the said Will. Dinmore

and Sarah his wife in consideration of £200 to them paid by the said Tho. Marshall have bargained, &c. unto him all the aforesaid mess<sup>es</sup>., lands, &c., and all deeds, evidences, writings, escripts and muniments whatsoever, touching the said premisses in their possession, to have and to hold unto his proper use for the residue of the said term, provided always that if the said Will. Dinmore shall pay unto the said Tho. Marshall £200 with lawful interest before November 1st next, then the present Indenture shall cease and become utterly void &c.

Inrolled October 21, 1723.

In the name of the Father, Son and Holy Ghost, I William Witham of Cliff, Esq., being indisposed in body but of sound and perfect memory, praised be God, do make and declare this my last will in manner following, *in primis* whereas my dear wife Anne Witham and my younger children are already provided for in and by marriage settlement, I do therefor, and for the discharge of all my just debts, legacies, and funeral expences, give and devise unto my trusty and esteemed friends, Sir Henry Lawson of Brough, Bart., Sir Hugh Smithson of Stanwick, Bart., John Lawson of Brough, Esq., Rich. Shuttleworth of Forcett, Esq., and the Rev. Tho. Eden, Prebend of Durham, and their heirs, all my mess<sup>es</sup>., lands, &c., at Manfield, Aldbrough, Carleton, and elsewhere unsettled and not disposed upon trust, to the end that they by the sale of the said premisses may pay all my just debts, &c., as aforesaid, together with what is due to my uncle George Witham for his annuity lately issuing out of Preston, which I have not as yett secured so well to him as I intended ; and as for the lands and other securities for the money I have at interest, my will is, and I give the same to my said trustees that they may manage and dispose thereof at interest for the benefit of my son Henry until he attain the age of twenty-one, and that then the same may be settled to him and his heirs male, and in case he dyes in his minority without issue male, the said money to be settled for the use of my son George, and in case of his death, for the use of my son William, and in case of his death to descend and come to [my] son Thomas, and in default of issue male by my said sons the same to descend and go to brother John Witham and his heirs male according as my other estate is granted and limited by my marriage settlement ; and whereas all my said children are minors of tender years my will is that my said trustees shall put forth and manage my said money for them during their respective minorities in such sort and manner as they shall think fit : and concerning the residue of my said real estate so devised to be mortgaged or sold as aforesaid I do hereby give the same to my said trustees so as that after payment of my said debts and legacies they



may settle the same to such uses as I have before limited my said money at interest : and after payment of my debts and legacies, my said trustees shall notwithstanding the devices and limitations aforesaid have power to settle, limit and convey the said money and overplus of my said real estate to such other uses as they or the major part of them shall think most fit : Item, I give to my son George £120 to be paid with interest upon his attaining twenty-one years of age ; to my sons William and Thomas £100 to be paid in like manner ; Item, I give to my dear father my watch ; my uncle George my watchcase ; to my uncle Christopher my clock in my study ; to my Lady Lawson my striking clock in the dining-room ; to my brother John Witham my chesnutt mare ; to my poor cozen Ralph Rokeby five guineas ; to my friend, John Lodge, one guinea ; and to all my hired servants half a year's wage each : and concerning all my household goods, plate, linnen, stock of cattle, coach and coach horses, and all the rest of my estate I give to my said dear wife, and make her sole executrix of this my last will, and do appoint and nominate my said good friends and trustees Sir Henry, Sir Hugh, Mr. Lawson, Mr. Shuttleworth, and Dr. Eden, testamentary tutors and supervisors thereof : and I do desire and request that my said good friends will (as often as occasion be) favour my dear wife and children with their advice and assistance, and that not only in the execution of this my will, and of the trust therein in them reposed, but also in all other their concerns whatsoever, being assured of their fidelity and friendship to them : and as for the manner and method of my funeral I entirely leave it to my dear wife, save only it's my desire it shall be after the same decent sort and forme of my grandfather's. In witness whereof I have hereunto sett my hand and seal this eight day of June, 1723. William Witham.

Signed, sealed and published in the presence of us who have attested the same in the presence of the testator, Ralph Rokeby, Thomas Dothwaite, John Lodge.

Inrolled December 10, 1723.

In the name of God, Amen. I John Grayson of Yarum, Clothier, being advanced in years and a declining state of health, but of sound disposing mind and memory, praised be God for the same, do make this my last will and testament, hereby revoking and annulling all former and other wills by me at any time heretofore made and published : and first and principally I bequeathe my soul to Almighty God, hoping through the merits of Jesus Christ to have everlasting salvation, and my body to the earth to be decently interred. . . . [at the discretion ?] of my executor hereinafter named : and as for the worldly estate it hath pleased God to bless me with I give unto my dear wife Mary and her

assignes during the term of her natural life the annual sum of £10 to be issuing out of all my mess<sup>es</sup>., lands, &c., as well freehold as leasehold, hereinafter given unto my only and dearly beloved son, William Grayson, and to be paid to her at the four most usual feast days in the year : and subject thereunto and to the payment of my just debts and funeralls I give all my mess<sup>es</sup>., cottages, lands, &c., as well freehold as leasehold in Yarum and in Kirklevington, and all my estate, &c. therein to my said son William Grayson, his heirs, &c. he or they paying thereout the said annual rent, and also paying my debts, &c. which I hereby charge upon all my estate real and personal, provided that in case my said son shall happen to marry, and my said dear wife be minded to leave him and inhabit elsewhere, then my said dear wife shall hold and enjoy the dwelling-house with the appurtenances, &c. in Yarum in the possession of Will. Wheatley during her natural life, and in that case the said annual rent shall be issuing out of the rest of my said leasehold and freehold estates bequeathed to my said son : and from and after her decease the said house shall be and remain unto my said son, his heirs, &c. for ever : and lastly I do hereby make, &c. my said son sole executor of this my last will. John Grayson. Signed, &c., October 16, 1724, in the presence of us Thomas Danby, Margaret Danby, her mark, Thomas Douglas.

Inrolled August 13, 1725.

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### INDENTURES BOOK C.

Indenture, Nov<sup>r</sup>. 11, 1726, between Geo. Rickerby of Richmond, Blacksmith, and Marg<sup>t</sup>. Rickerby of Richmond, widow, of the one part, and Paul Wilson of the same, Shiller,\* of the other part, witnesseth that

\* This is an occupational designation or description with which I have no previous acquaintance. That the fundamental idea of the verb to *shill* is that of separation there can be, I think, no doubt whatever. In the old English of the former half of the fifteenth century the terms "*shille-fruit*" = our 'shell-fruit,' "*shillyn-nottis*" = our 'to shell nuts,' "*shillynge* of coddys cornys, as benys, peson, and oder lyke" = our 'the shelling of husk or shell-covered corn (or other grains), as beans, peas, or the like' prepare the way for Halliwell's "*Shillin*, shelled oats;" Jamieson's *Sheal*, *Shill*, *Shool*, to take the husks off seeds," *Shill*, *Shilling*, *schilling*, grain that has passed through the mill and been freed from the husk;" not to mention other and analogous expressions. When we remember the somewhat Joe-Millerish definition of oats attributed to Johnson, and bear in mind that the food of the mediæval peasant, and indeed of others much higher than he in the social scale, was not customarily made of the finest of wheat flour; and even that oat-cake in some form or other constituted no small portion of the daily diet in hundreds of households in divers parts of Yorkshire down to a period that many among us recollect, it becomes self-suggesting

the said Geo. and Margaret Rickerby have bargained, &c. unto the said Paul Wilson a dwelling-house with the stable and appurtenances in Richmond near Ryder Wynde;\* the parcel of ground to the said mess<sup>rs</sup>. belonging called the Lower Garden, thirteen yards in length and seven yards in breadth; the mess<sup>rs</sup>. with the chamber, shop and sellers thereto belonging, together with all ways, waters, paths, passages, priviledges, immunitys, profitts, &c., to hold for one year, paying the rent of one peppercorne at the Feast of St. Martain the Bishop in winter, that the said Paul Wilson may be in the actual possession of the said premisses, and may be thereby enabled to accept of a grant and release of the reversion and inheritance thereof to him and his heirs for ever.

Indenture Tripartite, Nov<sup>r</sup>. 12, 1726, between Geo. Rickerby of Richmond, Blacksmith, of the first part, Margaret Rickerby his mother, widow of Peter Rickerby, of the second part, and Paul Wilson, Shiller, of the third part, witnesseth that the said Geo. and Marg<sup>t</sup>. Rickerby in consideration of £90. 10. 6. to them by the said Paul Wilson paid have granted, &c. (in his actual possession thereof now being by vertue of a bargain and sale for one whole year) the mess<sup>rs</sup>. and stable in Richmond near Ryder Wynde; the parcell of ground called the Lower Garden; and the mess<sup>rs</sup>. with the chambers, shoppes and sellars, together with the ways, &c., and the reversion, rents, &c., and also their estate, &c., in the same, and all deeds, evidences, &c., to have and to hold unto the said Paul Wilson, his heirs, &c., for ever: and the said Geo. and Marg<sup>t</sup>. Rickerby are the true and lawful owners of the said mess<sup>rs</sup>., &c., and are lawfully, rightfully and absolutely seized thereof of a good, pure, absolute and indefeazable estate of inheritance in fee simple &c., and shall continue so seized thereof until a good, perfect, absolute estate in fee simple shall be thereof vested in the said Paul Wilson: and the said Paul Wilson shall have, hold, &c., the premisses with their rights, &c.: and the said Geo. and Marg<sup>t</sup>. Rickerby shall and will at all times within the space of ten years make, &c., such act, &c.

Inrolled, Jan<sup>r</sup>. 2, 1726-7, before Will. Tancred, Henry Frankland, Clerk of the Peace.

that there naturally must have been many localities marked by the presence of what (for an illustrative object) may be termed a "shillin-mill." But that assumes also the presence of a person who *would* be, rather than only might be, designated a 'Shiller.' It may be added that the same idea of separation underlies the terms *Shilstones* and *Shilling-stones* given by Halliwell as having the meaning of 'slates.' The list of words belonging to the standard English, as well as to Provincial forms of it, depending on the stem which supplies our common English *skill* would be long enough to occasion a little surprise to one not much in the habit of pursuing such studies.

† Another instance of the use of the word or term *wynd*, commented on in a recent note (*see* p. 69, n. \*) is here presented to our notice.

Indenture, Sept<sup>r</sup>. 28, 1726, between John Wytham, sen<sup>r</sup>. of Cliff, Esq., John Wytham, jun<sup>r</sup>., gent<sup>n</sup>., his eldest son by Troath his late wife, and Jas. Wytham of Naybourn, gent<sup>n</sup>., of the one part, and Rob. Atkinson of Lincoln's Inn, gent<sup>n</sup>., of the other part, witnesseth that the said John Wytham, sen<sup>r</sup>., John Wytham, jun<sup>r</sup>., and Jas. Wytham have bargained, sold, &c., the mess<sup>es</sup>., lands, &c., within the town, township, hamlett, precincts or territories of Eppleby in the several possessions of Mr. John Foster, Jas. Rickaby and John Robinson at rents amounting together to £78; and all other mess<sup>es</sup>., lands, &c., of the said John Wytham, sen<sup>r</sup>. and John Wytham, jun<sup>r</sup>., in the said town, together with all houses, &c., and the reversion, rents, &c., and all the estate, right, &c. of the said John Witham, sen<sup>r</sup>., John Wytham, jun<sup>r</sup>., and Will. Todd to any part thereof, except and always reserved out of these presents to the said John Witham, sen<sup>r</sup>., his heirs, &c., and the owners for the time being of the lands and ground herein-after mentioned in Cliff, Manfield, Aldbrough and Carlton full and free liberty of ingress, egress and regress, leave and licence to and for the said John Wytham, sen<sup>r</sup>., his heirs, &c., and the owners of all the mess<sup>es</sup>., lands, &c. of Cliff, Manfield, Carlton and Aldbrough now in the possession of Henry Wytham, Esq., eldest son of Will. Witham, deceased, or of his mother, or of his or her tenants or assigns from time to time and at all times, hereafter to digg, wynn, and sink for limestone in the quarries now opened, now or late called Rennison Quarry, or in any place or quarry to be opened within the close or pasture called Rennison's Pasture in the town of Eppleby, and the same to burn into lime, and the lime to take and carry away for the manuring and the better husbanding\* the said ground at Cliff, &c., or for the building or repairing of houses belonging to the said places, or to other necessary uses, paying to the owner of Rennison's Pasture for the time being 10s. yearly for wayleave† and spoil of ground to have, &c., the said mess<sup>es</sup>., farms, &c. unto the said Rob. Atkinson for one whole year for the rent of one peppercome that he may be in the actual possession thereof, and may be thereby enabled to accept a grant and release of the same for such purposes as in the said grant shall be mentioned.

Inrolled Jan<sup>y</sup>. 10, 1726-7.

\* A good old verb, scarcely ever heard now-a-days. "Husband-like manner," is a phrase occurring in leases and agreements affecting the tenure of land and "husband-man" in its ordinary sense at once occurs to us.

† Wayleave is still a customary word in this part of Yorkshire, signifying the payment (or any acknowledgment) made for the privilege of passing over any part of a person's property, there being no "right of way" extant there, and the passage over available only by the owner's special permission.

Indenture Quinquartite, Sept<sup>r</sup>. 29, 1726, between John Witham, sen<sup>r</sup>., Esq. and John Witham, jun<sup>r</sup>., gent<sup>n</sup>., both of Cliff, of the first part, Jas. Witham of Naybourn, gent<sup>n</sup>., and Rich. Carr, late of Gateshead in the county of Durham and now of Morpeth in Northumberland, gent<sup>n</sup>., and Troath his wife, which said Jas. and Troath are younger children of the said John Witham, sen<sup>r</sup>., by his last wife, of the second part, Will. Todd of the parish of Gilling, yeom<sup>n</sup>., of the third part, Rob. Atkinson, gent<sup>n</sup>., of the fourth part, and Will. Cooper of the city of Durham, gent<sup>n</sup>., of the fifth part, whereas there is due to the said Will. Todd upon a mortgage of mess<sup>es</sup>., lands and tenements herein-after mentioned £450, and whereas the said Will. Cooper hath agreed with the said John Witham, jun<sup>r</sup>., for the absolute purchase of all the said mess<sup>es</sup>., etc., for £1,900, and by the said agreement the said Jas. Witham and Rich. Carr and Troath his wife were to release, extinguish and give up all their contingent and other right and title, trusts and interest in the premisses, and all money that may hereafter come due to them out of the same : now this Indenture witnesseth that in consideration of £450 by the said Will. Cooper by the direction of the said John Witham, jun<sup>r</sup>., to the said Will. Todd paid in part of the said purchase money, and also in consideration of £1,450, the residue of the purchase money, by the said Will. Cooper to the said John Witham, jun<sup>r</sup>., paid, and for the docking and barring all estates tail, the reversion and remainders thereupon expectant in the mess<sup>es</sup>., lands, &c., hereinafter mentioned and for the vesting the premisses and the inheritance thereof in the said Will. Cooper, the said John Witham, sen<sup>r</sup>., and John Witham, jun<sup>r</sup>., and at their request, the said Will. Todd have granted, bargained, &c., to the said Rob. Atkinson in his actual possession now being by vertue of a bargain and sale for one whole year to him made by the said John Witham, sen<sup>r</sup>., John Witham, jun<sup>r</sup>., and Jas. Witham by Indenture, the mess<sup>es</sup>., &c., in the town, &c. of Eppleby, now in the several possessions of Mr. John Foster, Jas. Ricarby and John Robinson at rents amounting to £78 and all other mess<sup>es</sup>., lands, &c., of the said John Witham, sen<sup>r</sup>., and John Witham, jun<sup>r</sup>., in Eppleby, together with all houses, &c., and the reversion, rents, &c., and the estate, &c., of the said John Witham, sen<sup>r</sup>., John Witham, jun<sup>r</sup>., and Will. Todd, except to John Witham, sen<sup>r</sup>., his heirs, &c., liberty of ingress, &c., to digg, winn and sink for limestone in Rennison Quarry, &c., to have and to hold the said mess<sup>es</sup>., lands, &c., to the said Rob. Atkinson that he may become perfect tenant of the freehold of all the said premisses, against whom a good perfect common recovery may be had, suffered and perfected thereof with such voucher &c. And for the purposes herein-after mentioned it is declared and agreed by the parties hereunto, and the

said John Witham, jun<sup>r</sup>., doth covenant, &c., with the said Will. Cooper that they the said John Witham, sen<sup>r</sup>., John Witham, jun<sup>r</sup>., Jas. Witham, Rich. Carr and Troath his wife will within two months from the date hereof acknowledge and levy in the Court of Common Pleas att Westminster, a fine *sur cognizance de droit come ceo.* whereupon proclamations shall or may be had or made according to the usual course for levying fines &c., . . . for the better vesting of the freehold of the premisses in him in order to the suffering a common recovery thereof with such vouchers and to such uses as is herein-after mentioned, and for that end it is agreed that it shall be lawful for the said Will. Cooper to sue forth and prosecute a writt of entry *sur disseizin en le post* thereby demanding against the said Rob. Atkinson all the said mess<sup>es</sup>., lands, &c. . . . And the said John Witham, sen<sup>r</sup>., and John Witham, jun<sup>r</sup>., are absolutely seized of the said premisses in a good, sure, perfect, absolute and indefeazable estate of inheritance in fee simple or fee taile with the next and immediate reversion, &c., without any condition, use, &c., which may change, charge or make void the same; and that they and Will. Todd have full power, &c., to grant, &c., the said premisses, and also that the said Will. Cooper shall and may peaceably hold, occupy, &c., the same, and take the rents, &c., thereof without lett, suite, &c., free and clear from all other gifts, grants, &c. (the leases made to the present tenants of the premisses not exceeding sixteen years at the rackrent and the yearly out rent of 2*d*. payable out of the premisses only excepted), and that they will at any time within the space of twenty years make, &c., any such act, &c. . . . And the said Will. Todd, Jas. Wytham and Rich. Carr do covenant, &c., that they have not done any act whereby the said premisses may be charged, &c. : and the said Jas. Wytham, Rich. Carr and Troath his wife will at all times within the space of tenn years, and also within three years next after the death of John Witham, sen<sup>r</sup>., make any such act, &c.

Inrolled Jan<sup>y</sup>. 10, 1726-7.

Indenture Nov<sup>r</sup>. 15, 1726, between John Wytham, jun<sup>r</sup>., of Cliffe, gent<sup>a</sup>., Jas. Wytham of Naybourn, Rich. Carr of Morpeth and Troath his wife of the one part, and Will. Cooper of the other part, whereas by Indentures of lease and release, dated about Feb<sup>y</sup>. 5, 1688, between Geo. Wytham, Esq., father of the said John Wytham, sen<sup>r</sup>., of the first part, the said John Wytham, sen<sup>r</sup>., and Troath his wife of the second part, and Gerrard Salvin of Croxdale in Durham, Esq., Cuthbert Kennet of Coxhoe in Durham, Esq., Will. Bradshaw of Bishop Middleham in the said county, Esq., and Will. Swinburn of Halliwell in the same county, Esq., of the third part, the said Geo. Wytham did

grant, &c., to the said Gerrard Salvin, Cuthbert Kennet, Will. Bradshaw and Will. Swinburn his mess<sup>es</sup>., farmholds, &c., in Eppleby and his parcels of ground called Long Leases in the township of Manfield together with all houses, &c., and all his estate and interest in the same except such liberty of getting limestone in Rennison's Pasture for such persons and purposes as therein are mentioned, paying 10s. yearly for wayleave and spoil of ground, to hold the premisses to the uses following, that is to say, as for the said mess<sup>es</sup>., &c. in Eppleby to the use of the said John Wytham for his life without impeachment of waste, and after the determination of that estate then to the use of Gerrard Salvin, Cuthbert Kennet, Will. Bradshaw and Will. Swinburne for ninety-nine years upon such trusts as are therein mentioned, and after the determination of that term then to the use of the first son of the said John Wytham and his heirs male; and whereas the said John Wytham had issue by Troath his wife the said John Wytham, jun<sup>r</sup>., and Jas. Wytham and Troath Carr: and whereas the said Gerrard Salvin, Cuthbert Kennet, and Will. Swinburne are all dead, and the said Will. Bradshaw them survived and afterwards dyed intestate, after whose death administration of his goods and chattells (as to the said term of ninety-nine years) was granted to the said John Wytham, jun<sup>r</sup>., Jas. Wytham and Troath Carr who are the only persons concerned in the said trusts, and the said Will. Cooper hath agreed with the said John Wytham, jun<sup>r</sup>., for the absolute purchase of the said premisses at Eppleby for £1,900 and for the barring and destroying as well the trusts of the said term as the remainders limited by the said settlement the said John Wytham, sen<sup>r</sup>., John Wytham, jun<sup>r</sup>., Jas. Wytham, Rich. Carr and Troath his wife have levied a fine of the premisses to the use of the said Will. Cooper; now this Indenture witnesseth that in consideration of the premisses and of £1,900 paid by the said Will. Cooper to the said John Wytham, jun<sup>r</sup>., or by his direction, and for his proper debt, the said £1,900 being the same sum mentioned to be paid by the said Will. Cooper in the conveyance of the inheritance of the premisses, and that the said term of ninety-nine years may be merged, surrendered, &c. the said John Wytham, jun<sup>r</sup>., Jas. Wytham, Rich. Carr and Troath his wife have granted, &c., to the said Will. Cooper the said mess<sup>es</sup>., lands, &c., and the said term of ninety-nine years and all their estate, &c., and all money chargeable thereupon or payable thereout to have and to hold &c.: and they agree, &c., that they have not committed any act, &c., whereby the said premisses may be charged, &c.

Inrolled Jan<sup>y</sup>. 10, 1726-7.

Indenture Feb<sup>y</sup>. 3, 1725, between Sir Henry Lawson of Brough of the one part, and Stephen Tempest, jun<sup>r</sup>., of the city of Yorke, Esq., and Tho. Wycliffe of Richmond, gent<sup>n</sup>., of the other part, whereas by Indentures of lease and release dated about April 18, 1710, between Sir Henry Lawson and John Lawson, Esq., his eldest son and heir apparent, and the Right Hon. Walter Lord Ashton, Baron of Forfair, in that part of Great Brittain called Scotland, of the first part, Dame Mary Shelley, widdow of Sir John Shelley, late of Mitchell Grove, in the county of Sussex, and Mary Shelley their eldest daughter of the second part, the Right Hon. Charles Earl of Carlisle, Sir John Shelley of Mitchell Grove, son and heir of the said Sir John Shelley of the third part, the Hon. Walter Ashton, Esq., eldest son of the said Lord Ashton, Sir Marm. Wyvill of Constable Burton, and Sir Will. Goreing, of Burton in Sussex, of the fourth part ; Nevile Ridley, of the parish of St. Anne, Sohoe, in the county of Middlesex, gent<sup>n</sup>., and Stephen Husband of Gray's Inn, gent<sup>n</sup>., of the fifth part, the said Sir Henry Lawson, John Lawson and Walter, Lord Ashton did grant, &c. unto the said Nevile Ridley and Stephen Husband several mannors, mess<sup>ges</sup>., and hereditaments to the uses and upon the trusts with the powers, provisoes thereof respectively mentioned, to the effect following—provided that it shall be lawful for the said Sir Henry Lawson from time to time by any writing, &c. to make or grant any leases or estates of the mannors, lands and premisses to him hereby limited in use for his life for the term of two hundred years upon trust for the raising of any sum not exceeding £1,000, provided always that such term and estate so granted be not prejudicial to the jointure of Dame Eliz<sup>th</sup>. Lawson for her life, and to be made redeemable upon payment of the said £1,000 : now this Indenture witnesseth that to the intent that the said mannors, mess<sup>ges</sup>., lands, &c. by the said Indenture limited in use to the said Sir Henry Lawson, &c. may be charged, &c. with the payment of the said sum or such part thereof as will be sufficient to answer such payments and purposes as the said Sir Henry Lawson doth hereby or shall hereafter apply the same, the said Sir Henry Lawson doth by these presents by vertue of the said power to him given as aforesaid, grant unto the said Stephen Tempest and Tho. Wycliffe all the said mannors, mess<sup>ges</sup>., &c. together with all houses, &c. to have and to hold from and after the decease of the said Sir Henry for the term of two hundred years, without prejudice nevertheless to the jointure of the said Dame Eliz<sup>th</sup>. Lawson, paying therefor the rent of one peppercorne, upon trust out of the rents, &c. of the said demised premisses, or by mortgage or sale thereof or of a competent part thereof to raise, &c. the said £1,000 for such persons as the said Sir Henry Lawson shall direct, and in default of such direction to pay the several annuities herein-after



mentioned: £30 yearly to his grandson, Tho. Lawson during his natural life, £20 to his grandson John Lawson for his natural life, for their respective maintenances as an additional provision for them over and above the provision in the said marriage settlement, to be paid to them from their respective commencements of the respective ages of twenty-one years at Mayday and Martinmass in two equal payments, but in case the said grandsons or either of them shall betake him or themselves to a retire or a religious life beyond the seas then the said annuity or annuities shall cease and shall be paid to and amongst the sons of the said John Lawson, the son, hereafter to be born, as an additional provision to be paid as the said John Lawson, the son, shall think fitt and appoint: and upon the further trust that after the decease of the said Sir Henry Lawson, and the payment of the said sums, the said Stephen Tempest and Tho. Wycliffe shall permit and suffer the residue of the rents, &c. to be received and taken by such persons as would have been entituled thereunto in case these presents had not been made.

Inrolled Jan<sup>y</sup>. 10, 1726.

Indenture Tripartite, Dec<sup>r</sup>. 9, 1726, between Tho. Middleton late of Middleton upon Leaven and now of Brantbery Grange, Esq., son and heir of John Middleton late of Middleton upon Leaven, Esq., deceased, of the first part, and Will. Spackman of the city of York, gent<sup>n</sup>., and Mary his wife who was late the widow and also administratrix of the goods, &c. of Geo. Hewthwaite, late of Thornton upon the Hill in the parish of Coxwold, yeom<sup>n</sup>., of the second part, and Samuel Smith of the city of Yorke, gent<sup>n</sup>., of the third part, whereas by an Indenture Tripartite made Nov<sup>r</sup>. 1, 1724, between Francis Middleton of Offerton in Durham, Esq., son and heir of Rich. Middleton of Offerton, Esq., of the first part, the said Tho. Middleton of the second part, and the said Geo. Hewthwaite of the third part, the said Fr. Middleton with the consent of the said Tho. Middleton, and also the said Tho. Middleton did grant, &c. unto the said Geo. Hewthwaite and to his heirs for ever the mess<sup>es</sup>. called Brantbury Grange with an orchard, garden, fold-garth and stackgarth, and all other garths, places, houses and appurtenances; the close of arable ground called Springs, four acres; three little closes of pasture ground called Calfe-closes, seven acres; the close of arrable ground called Brantbury Hill, ten acres; the great close of pasture and arrable ground called Brantbury Moor with a loaning thereunto adjoining, forty-four acres; and the sixth part of the meadow and forecrop of hay of a certain piece of ground called the Bishop-ings, lying within the lordship of Foxton, all which premisses are in the township, parish, mannor, &c. of Sigston, now in the occupation of the said Tho. Middleton, together with all houses, &c., and the reversion,

&c. and the estate, &c. of the said Francis and Tho. Middleton in the premisses to have and to hold unto the said Geo. Hewthwaite to the uses following, that is to say, to the use of the said Geo. Hewthwaite for the term of one thousand years without impeachment of waste (subject nevertheless and under a proviso in the said recited Indenture, and hereafter in these presents mentioned), and after the expiration, &c. of the said term to the use of the said Tho. Middleton, his heirs, &c. for ever, which said Indenture contains a proviso that the said term was so limited to the said Geo. Hewthwaite upon this express condition that if the said Tho. Middleton or his heirs should pay to the said Geo. Hewthwaite £60 upon the 1st day of June then next following then the said term should cease and be utterly frustrate, &c., and whereas the said Tho. Middleton did not pay the said sum, but the same is still owing and unsatisfied so that the said premisses and estate thereof in law to the said Geo. Hewthwaite were become forfeited, and whereas the said Geo. Hewthwaite is since dead without making any will, and the said Mary his late widow, having since intermarried with the said Will. Spackman to whom letters of administration have been granted by the proper Ordinary of all the goods, &c. of the said Geo. Hewthwaite whereby the remainder of the said term in the said premisses is become absolutely vested in the said Will. Spackman and Mary his wife: now this Indenture witnesseth that in consideration of £60 to the said William and Mary Spackman paid by the said Samuel Smith, and of the further sum of £40 to the said Tho. Middleton likewise paid by the said Samuel Smith that the said Will. Spackman and Mary his wife by the consent, &c. of the said Tho. Middleton, and also the said Tho. Middleton have granted, &c. unto the said Samuel Smith the said mess<sup>es</sup>, closes, &c. and all their estate, &c. in the said premisses, and the said recited Indenture and all other deeds and writings in their power or custody touching the same to have and to hold for the remainder of the said term, provided and upon condition that if the said Tho. Middleton shall pay the said Sam. Smith £100 and interest for the same after the rate of five *per cent.* att or upon June 9th next then this present Indenture to be utterly void, &c.

Inrolled Feb<sup>y</sup>. 14, 1726.

Indenture Quinquupartite, March 29, 1727, between Martha Tottie of Seacroft, widow, of the first part, Eliz<sup>th</sup>. Lowther of Little Preston, widow, of the second part, Samuel Colton late of the city of Yorke but now of Hunslett, in the parish of Leeds, merchant, Tho. Metcalfe of the same city, haberdasher, and Clare his wife of the third part, Peter Johnson of the same city, Esq., of the fourth part, and John Shaw of the same city of the fifth part, witnesseth that in consideration of £650

by the said Peter to the said Martha, paid she the said Elizabeth by the direction and consent of the said Martha, Thomas, Samuel and Clare, and at the nomination of the said Peter and they, the said Martha, Thomas, Samuel and Clare have bargained, &c., unto the said John the mess<sup>rs</sup>., with the cottages, yards, backsides and a garth; and the three closes called the Hays, six acres and a half; a close called the Little-West-close, a close called the Great-West-close; a close called Cockey-Dales, four acres; a close called the Thwaites, two acres and a half; a close called Haw-End, five acres and three roods; a close called the Uscott-Haw; a close called the West-Haw; a close called the East-Haw; a close called Crookdales; a close called Carrmire; two closes called the Cow-close and Bardell; fourteen cattlegates in a close called the Cow-close, and thirty-eight cattell-gates in a close called Bardell, all which mess<sup>rs</sup>. and premisses late were in the possession of James Metcalfe, together with all ways, watters, woods, underwoods and trees common right, turbary, profitts, &c. and are situate in Marsett and the parish of Aysgarth, and heretofore part of the mannor of Midleham, and the reversion, &c., to have and to hold unto the said John for the remainder of the term of nine hundred and ninety-nine years to be computed from Sept<sup>r</sup>. 1, 1717, for the rent of a peppercorne, in trust nevertheless for the said Peter, his heirs, &c., to attend and wait upon the inheritance of the said premisses and for the considerations afore-said, and of the further sum of £300 by the said Peter to the said Samuel, Thomas and Clare paid, the said Martha, Samuel, Thomas and Clare have bargained, &c., the said mess<sup>rs</sup>., cottages, &c.; a close called Drygill; a close called the Intack; a close called the Middle-Haw; a close called the Intack; a close called the Paddock; and nine cattlegates and a half in a parcell of ground called the Green (included in the general words whereby the said term is granted to the said Elizabeth) and their reversion, &c., and their estate, &c., therein, and all records, deeds, &c., in their custody or power to have and to hold to the said Peter, his heirs, &c. for ever.

Inrolled April 11, 1727.

Indenture Tripartite June 15, 1727 between Tho. Middleton, late of Middleton upon Leaven and now of Brantbury Grange, Esq., of the first part, Samuel Smith of Yorke, gent<sup>l</sup>., of the second part, and Michael Hughes of Yarme, merchant, of the third part, whereas by Indenture Tripartite of release, dated about Nov<sup>r</sup>. 1, 1724, between Fr. Middleton of Offerton, Esq., son and heir of Rich. Middleton late of Offerton of the first part, the said Tho. Middleton of the second part, Geo. Hewthwaite of Thornton upon the Hill, since dead, of the third part, the said Fr. Middleton by consent, &c., of Tho. Middleton, and also the said

Tho. Middleton for the considerations therein mentioned (according to the severall and respective estates and interests therein) did grant, &c. unto the said Geo. Hewthwaite (in his actual possession by virtue of a bargain and sale dated the day before the date of the said Indenture of release made to him for one whole year) and to his heirs for ever the mess<sup>es</sup>. called Brantbury Grange ; the mess<sup>es</sup>. with an orchard, garden, &c., and several closes (see above p. 181) : and whereas the said Geo. Hewthwaite some short time afterwards dyed intestate, leaving Mary his wife who hath since intermarried with Will. Spackman, to whom letters of administration &c., whereby the remainder of the said term is absolutely vested in the said Will. Spackman and Mary his wife : and whereas by Indenture Tripartite of assignment dated about Dec<sup>r</sup>. 9th last, between the said Tho. Middleton of the first part, the said Will. Spackman and Mary his wife of the second part, and the said Sam. Smith of the third part, reciting as above is recited, in consideration of £60 to the said Will. Spackman and Mary his wife, and of £40 to the said Tho. Middleton by the said Sam. Smith, paid they did grant, &c. unto the said Sam. Smith all the said mess<sup>es</sup>., closes, &c., to hold for the remainder of the said term, defeazable nevertheless, upon payment by the said Tho. Middleton unto the said Sam. Smith of £100 and interest upon June 9th then next ensuing : and whereas the said Tho. Middleton hath paid unto the said Sam. Smith the interest of the said sum of £100 until the day of the date of these presents, soe that there now remains due upon the said recited securitys £100 only and noe more : now this Indenture witnesseth that in consideration of £100 to the said Sam. Smith (at the request of the said Tho. Middleton) paid by the said Michaell Hughes in full satisfaction of all sums due to him upon the said securitys, and of the further sum of £350 to the said Tho. Middleton also paid by the said Mich. Hughes, the said Sam. Smith and Tho. Middleton have granted, &c., unto the said Mich. Hughes the said mess<sup>es</sup>., closes, &c., and all their estate, &c., and the said recited Indentures and all other deeds, &c., to have and to hold for the remainder of the said term, provided that if the said Tho. Middleton do pay to the said Mich. Hughes £450 and interest upon Dec<sup>r</sup>. 15th next, then and from thenceforth the said term hereby assigned to the said Mich. Hughes shall cease, determine, &c.

Inrolled August 14, 1727.

Indenture Tripartite, Nov<sup>r</sup>. 4, 1727, between Roger Brigham of Garton in Holderness, Esq., of the first part, Tho. Greenside of Sandholme, in the parish of Thornton in le Street, yeom<sup>r</sup>., of the second part, and Joseph Greenup of the city of Yorke, Merchant Taylor, of the third part, whereas by Indenture of lease and release dated March 22 and

23, 1719, the release being tripartite, between Tho. Clough of Low House in the constabery of Carlton Miniott, yeom<sup>n</sup>., of the first part, John Routh therein named of the second part, and the said Roger Brigham of the third part, the said Tho. Clough for £81. 18. to him paid by the said John Routh did convey the mess<sup>es</sup>. and garth in Carlton Miniott to the use of the said John Routh for ninety-nine years, with remainder to the use of the said Roger Brigham, his heirs, &c., for ever, under a proviso that if the said Roger Brigham should pay the said John Routh £10 at the time and in manner therein mentioned the said term should be void, and the said John Routh should convey the said premisses to the said Roger Brigham, which said £10 was not paid whereby the said term became absolute in law in the said John Routh, and the said Roger Brigham having paid all the interest of the said £10 until March 26th, 1723, by Indenture Tripartite of that date between the said Roger Brigham of the first part, the said John Routh of the second part, and the said Tho. Greenside of the third part, for £10 paid to the said John Routh by the direction of the said Roger Brigham, and £90 more paid to the said Roger Brigham by the said Tho. Greenside, the said John Routh did assigne and the said Roger Brigham did confirm the said mess<sup>es</sup>. and premisses unto the said Tho. Greenside for all the residue of the said term with a proviso that the same should be redeemable upon the said Roger Brigham paying the said Tho. Greenside £100 with interest, and the said £100 not being paid accordingly the said term became absolute in the said Tho. Greenside, and he having required payment of the said £100 (all interest thereof being discharged to this day) the said Roger Brigham hath requested the said Joseph Greenup to advance him the same sum upon an assignment of the same term: this Indenture therefore witnesseth that in consideration of £100 by the said Joseph Greenup to the said Tho. Greenside paid, the said Tho. Greenside by the direction of the said Roger Brigham hath bargained, sold, &c., and the said Roger Brigham doth confirm unto the said Joseph Greenup the said mess<sup>es</sup>. and premisses, and the reversion, &c., to have and to hold for the remainder of the said term, provided that if the said Roger Brigham pay unto the said Joseph Greenup £100 with interest upon May 4th next the said term shall cease.

Inrolled Jan<sup>y</sup>. 9, 1727-8, before Will. Ward, M. Graham.

Indenture Dec<sup>r</sup>. 4, 1727, between Joseph Bendlowes of Ascough, gent<sup>n</sup>., of the one part, and Eliz<sup>th</sup>. Longueville of Northampton, spinster, of the other part, whereas by Indenture Tripartite about May 2, 1725, between Samuel Clarke of the city of Yorke, Haberdasher, of the first part, the said Joseph Bendlowes of the second part, and the said

Eliz<sup>th</sup>. Longueville of the third part, in consideration of £400 by the said Eliz<sup>th</sup>. Longueville to the said Sam. Clarke paid for the proper debt of the said Joseph Bendlowes the said Sam. Clarke by the direction of the said Joseph Bendlowes did bargain unto the said Eliz<sup>th</sup>. Longueville a mess<sup>es</sup>. with the yard, croft and appurtenances in Aiscough; two closes lying together called Park-closes, five acres; Oxmoor-close, three acres; three little closes called Bink's-ings, three acres (which premisses by Indenture dated Dec<sup>r</sup>. 14, 1713, were bargained, sold, &c. unto Geo. Ward, gent<sup>r</sup>., and by another Indenture of May 1st, 1715, where assigned or conveyed by the direction of the said Joseph Bendlowes by the said Geo. Ward to the said Sam. Clark; and also the close called the Old-Ing, three acres; a house and the close called the Cow-close and a parcell of ground called the Paddocke, three acres and a half; two other Park-closes, five acres; the Ox-moor and horse-pasture, five acres; a house with the kilne, orchard and grass garth; the Town-end-close, one acre (which last premisses amongst others by the said Indenture of May 1, 1715, were assigned or conveyed by the said Joseph Bendlowes to the said Sam. Clarke), all which said tenements are in Aiscough in the occupation of the said Joseph Bendlowes, with all buildings, barns, &c. to hold unto the said Eliz<sup>th</sup>. Longueville for all the residues of the terms of three thousand years in the said Indenture expressed, subject to the condition following, that is to say, that if the said Joseph Bendlowes should pay the said Eliz<sup>th</sup>. Longueville £420, £10 on Nov<sup>r</sup>. 2nd next and £410 on May 2nd next ensuing, then the said Eliz<sup>th</sup>. Longueville should re-assign the said premisses to the said Joseph Bendlowes or to such person as he should appoint for the residue of the said term, and whereas the said sums were not paid whereby the estate of the said Elizabeth in the said premisses became absolute, and whereas she did advance to the said Joseph Bendlowes the further sum of £60, and whereas by another Indenture of about May 2nd last between the said Joseph Bendlowes, and Eliz<sup>th</sup>. Longueville it was agreed that all the said mess<sup>es</sup>., &c. should stand and remain and be a security as well for the repayment of the said £60 as for the repayment of the said former sum of £400 and the interest thereof, and whereas there is now really and *bona fide* due to the said Eliz<sup>th</sup>. Longueville for principall and interest upon the said mortgage £473. 8. 6., and she hath come to an agreement with the said Joseph Bendlowes for the absolute sale and purchase of the said mortgaged premisses: now this Indenture witnesseth that the said Joseph Bendlowes in consideration of the said sum of £473. 8. 6., and of £76. 11. 6. to him paid by the said Eliz<sup>th</sup>. Longueville hath granted &c. to her all the said premisses, and the reversion, &c., and all his estate, &c. together with the equity of redemption, and all deeds, &c.

Inrolled January 29, 1727-8.

Indenture Tripartite, Sept<sup>r</sup>. 29, 1727, between Tho. Middleton of Hollings *alias* Brantbury Grange in the parish of Sigston, Esq., and Tho. Middleton his son of the first part, Christopher Goulton of Staples Inn in the county of Middlesex, gent<sup>n</sup>., of the second part, and Michael Hughes of Yarum, Marchant, of the third part, whereas the said Michael Hughes hath contracted and agreed with the said Tho. Middleton the father and Tho. Middleton the son for the absolute purchase of the mess<sup>ges</sup>., cottages, lands, &c. herein-after mentioned and the fee simple and inheritance thereof for £350 : now this Indenture witnesseth that in consideration of the said sum by the said Mich. Hughes to the said Tho. Middleton the father and Tho. Middleton the son paid, and for the barring, docking and destroying all estates taile, remainders and reversions in the said mess<sup>ges</sup>., &c., and for the settling and assuring a good and indefeazable estate in fee simple of the same to the said Mich. Hughes according to the said contract, they, the said Tho. Middleton, sen<sup>r</sup>., and Tho. Middleton, jun<sup>r</sup>., have granted &c. unto the said Chr. Goulton the mess<sup>ge</sup>. situate upon a parcel of ground called Maltby Lowfield in the township of Maltby ; the three closes being the easternmost part of Maltby Lowfield, eighteen acres ; a cottage and garth in Thornton in the parish of Stainton, a mess<sup>ge</sup>. or cottage divided into two tenements with the orchards or garths and a close called Pitcher Garth, with all houses, garths, ways (particularly a way to and from the said ground through certain closes now in possession of John Rennison) waters, &c.; and the reversion, and their estates, &c. to have and to hold to the use of the said Chr. Goulton to the intent to make him perfect tenant of the freehold of the said mess<sup>ges</sup>., land, &c. so that a recovery may be had, &c. against him, and for that end it is covenanted, &c. that it shall be lawful for the said Mich. Hughes to sue forth against the said Chr. Goulton a writ of entry *sur disseisin en le post* &c. thereby demanding the said mess<sup>ges</sup>., &c. to which said writ the said Chr. Goulton shall appear gratis &c. . . . according to the usual order and form of common recoveries with trible voucher for assurance of land in such cases used.

Inrolled February 6, 1727-8.

In the name of God Amen, this 23rd day of June 1727 I Mary Burry of Aiskew, widow first of Francis Bynckes of Aiskew, gent<sup>n</sup>., and secondly widow of Rob. Bury of Beedale, Mercer, do constitute, ordain and make this my last will, &c. being of sound and disposing mind and memory in manner and forme following, that is to say I bequeath my soul to God my Redeemer and Creator, and my body to the grave to be decently buried at the discretion of my executors hereafter named : Item I give to my son Will. Bynckes

£1. 1. in full of his legacy and all other claims whatsoever : Item, I give to my daughter Mary Binlowes, wife to Joseph Bindlowes [*sic*] £1. 1. in full &c. : to my grand-daughter Mary Bynckes £5 : to my grandson Francis Bynckes all my lands in Swaledale and Wensleydale att Aisgarth or Aiskew, whether registered or unregistered, some I hold by vertue of the last will of my sister Margaret Bynckes of Richmond, spinster, deceased : Item, I give to Mr. Will. Coates of London, Cordwiner £1. 1. in token of my love for him : and lastly, I doe constitute &c. my dear grandson Fr. Bynckes and the said Will. Coates my sole executors. Mary Bery, *test.* Eliz<sup>th</sup>. Young, Francis Bindlowes, Simon Young.

Inrolled February 12, 1727-8 before Ra. Bell, Henry Frankland.

Indenture January 17, 1727-8 between Joseph Bendlowes of Aiskew in the parish of Bedale, yeom<sup>a</sup>. of the one part, and Mary Bendlowes of Swinerton in the county of Stafford of the other part, whereas Dame Eliz<sup>th</sup>. Stapyhton, widow, by her Indenture of lease of April 16, 1722, in consideration of a competent sum of money and of the yearly rents therein contained, did demise, lease and to farm lett unto the said Joseph Bendlowes a mess<sup>es</sup>. in Bedale with a garth of half an acre and twenty pearches ; a parcel of ground called the Nabb-field, eight acres and twenty-seven pearches ; a parcel of ground called Lime-Kilne-Flatt, seven acres and twenty pearches ; a parcel of ground called the Farrside of the Lustrons \* in three closes containing together sixteen acres, three roods and thirty-nine pearches ; the parcel of ground called the Lustron-close, seven acres and twenty-four pearches ; Caldron-close, four acres, twenty pearches ; the Moor-closes adjoining on Firby ground, thirteen acres, five pearches ; a little close as a way to the said Moor-closes, one acre and a half and twenty-six pearches, all at Bedale, to hold for twenty-one years at the yearly rent of £24 : now this Indenture witnesseth that the said Joseph Bendlowes in consideration of £64 to him paid by the said Mary Bendlowes hath granted &c. to her the said mess<sup>es</sup>., closes, &c. and all his estate, term of years yet to come therein, together with the above in part recited original lease to have and to hold for the remainder of the said term, subject nevertheless to the payment of the said rent, provided that if the said Joseph Bendlowes

\* This name would clearly seem to be a corruption of Lusthorns. In this immediate vicinity there is a place called Slaitron Park, the actual name being Sloethorn Park. But I do not notice the name simply to indicate this latent corruption. It is the prefix which attracts most attention. What it really is is uncertain, but if ascertained it will be found to involve an archaic name of some interest. In this parish is a Loosehow anciently Lushou. I have a note of a Lushow keld in another district, another of the personal name Losward, and so on. Ferguson connects the prefix with O. H. G. *leod*, *liuz*, people, and it may be rightly. With another archaic Loosehow elsewhere, the name is of interest.



shall pay her the said £64 with interest on July 17, 1728, then this Indenture and the grant herein contained shall cease and be void.

Inrolled April 2, 1728.

Indenture, December 8, 1727, between Peter Blenkinsop of Leybourne, yeom<sup>n</sup>., and Jane his wife of the one part, and Geo. Foss of Ulsha House in the parish of Finghall, yeom<sup>n</sup>., of the other part, witnesseth that the said Peter Blenkinsop in consideration of £100 to him by the said Geo. Foss (being the same sum mentioned to be the consideration of an Indenture of release bearing even date with these presents between the said Peter Blenkinsop and his wife and Geo. Foss), the said Peter Blenkinsop and his wife have granted, &c. to the said Geo. Foss the close of meadow ground called Milbeck-Close, four acres; a close called Quarry-Head, two acres; a close being five roods of meadow ground called Normyre; and a close called Risber, two acres, all at Leyburne and now in possession of the said Peter Blenkinsop, together with all ways, waters, &c., and the reversion, and their estate, &c., to have and to hold unto the said Geo. Foss, his heirs, &c., for ever, provided that if the said Peter Blenkinsop do pay the said Geo. Foss £100 and interest after the rate of 5 *per cent.* upon July 8th next, then this present Indenture and every covenant, clause and thing herein contained to cease, &c.

Inrolled May 16, 1728.

George II. to the Sheriff of York: We command you that on the oath of honest and lawful men you diligently inquire whether it be to the damage of us or of any other if we grant to Thomas Maire, Esq., leave to enclose a certain common highway in the parish of Romalldkirk *alias* Romballdkirk, leading from Bernard Castle through the town of Lartington to Romballdkirk in a place in Lartington called The Lane adjoining on a close of the said Tho Maire called the Chappel-garth on the north and east, and on another close of the said Tho. Maire called the Garth on the West, in his mannor in Lartington, and to hold the same so enclosed to him and his heirs for ever, so as instead thereof he makes another road of the same length and breadth in his own soil as convenient for passengers, and if it be to the damage, &c., then to whom and in what manner, and that you return the inquisition hereof distinctly and plainly made without delay into our Court of Chancery under your seal and the seal of those by whom it was made. At Westminster March 12, 1728, Hungerford. The execution of this writ appears in the Inquisition hereto annexed. Thomas Duncomb, sheriff: Inquisition indented, taken at Lartington, April 16, 1728, before me Tho. Duncomb upon the oaths of Tho.

Brunskill, Esq., Tho. Richardson, John Bailey, Tho. Heslop, Will. Mitchell, John Huggison, Henry Bourn, John Nicholson, John Hanby, Jas. Bailes, Rob. Heslop, and John Jackson, jun<sup>r</sup>., gentlemen, who say upon oath that it will not be to the damage, &c. if the said Tho. Maire have leave to enclose the said road, &c.

Inrolled May 16, 1728.

Indenture Tripartite January 27, 1728, between Eliz<sup>th</sup>. Pattinson, of Landmoth Hill, spinster, daughter of Joseph Pattinson, late of Newark upon Trent, in the county of Nottingham, gent<sup>n</sup>., of the first part, the Right Hon. Anne, Lady Countesse Dowager Preston of the second part, and Ambrose Dunning of Hallykill in the parish of Sigston, gent<sup>n</sup>., of the third part, whereas by Indenture Tripartite of April 21, 1711, between the said Joseph Pattinson and Mary Green, widow and executrix of Anthony Green late of Lanmoth, gent<sup>n</sup>., of the first part, John Storr of Stoxley, gent<sup>n</sup>. (since deceased) of the second part, and John Jackson of Great Ayton, gent<sup>n</sup>., and Eliz<sup>th</sup>. Taylor late of the town and county of Kingston upon Hull, widow, deceased, of the third part, the said Joseph Pattinson and Mary Green did demise and grant unto the said John Jackson and Eliz<sup>th</sup>. Taylor a mess<sup>es</sup>., or cottage at Lanmoth *alias* Lanmath, *alias* Lamnoth, *alias* Lamorth in a parcel of a close called the Chappell-kell, and also the said parcel of the said close, with a parcel of woody ground thereto adjoining; also the close called Chappell-kell, twelve acres; the south part of Lanmoth wood as the same was fenced forth; the meadow or ing divided into three several closes, lying under Lanmoth Wood adjoining upon the river; the close called the Riddings; the parcel of ground called the Oxgoing or Oxgang; the parcel of ground called the Great Wood and the house therein: and the said John Storr did sell and convey unto the said John Jackson and Eliz<sup>th</sup>. Taylor the close or parcel of woody ground called Cattoe-wood, in the parish of Leeke, and all the woods, underwoods and trees thereupon standing to hold the one moyety of all the said premisses (except the Cattoe-wood) unto the said John Jackson and the other moyety unto the said Eliz<sup>th</sup>. Taylor for eight hundred years, and each to hold one moyety of Cattoe-wood for one thousand years without impeachment of waste, with power to commit waste, and to fell, sell, cutt down and carry away and dispose of the woods, underwoods and trees thereupon standing, growing and being, at their will and pleasure at the yearly rent of one peppercorne, and one peppercorne for Cattoe-wood, subject to a provisoe or condition for redemption on payment by the said Joseph Pattinson, Mary Green or John Storr of £200 with interest, which said sum was not paid whereby the respective estates of the said John Jackson and Eliz<sup>th</sup>. Taylor became

absolute in law, and whereas by diverse mesne assignments their said respective estates are become vested in the said Viscountess Dowager Preston for the residue of the said several terms, subject to the equity of redemption of the said Joseph and Eliz<sup>th</sup>. Pattinson on payment by them to the said Viscountess of £500, and whereas there is now due to the said Viscountess upon the said securitys £500, all interest for the same being cleared off and paid by the said Eliz<sup>th</sup>. Pattinson to this day, which said sum the said Viscountess hath occasion to call in, and the said Ambrose Dunning at the request of the said Eliz<sup>th</sup>. Pattinson hath agreed to advance and lend the same upon the security of the premisses being assigned to him : Now this Indenture witnesseth that in consideration of the said sum to the said Viscountess (at the request, &c., of the said Eliz<sup>th</sup>. Pattinson) by the said Ambrose Dunning paid in full discharge of all moneys due to her upon the said recited securitys, the said Viscountess Preston hath by direction and appointment of the said Eliz<sup>th</sup>. Pattinson granted, sold, transferred unto the said Ambrose Dunning the said premises and all her estate, and the said recited original Indenture, and all the several mesne assignments and all other deeds and writings in her custody concerning the same, and all benefit and advantage thereby, to have and to hold for the remainder of the said terms with power, &c., provided that if the said Joseph or Eliz<sup>th</sup>. Pattinson shall pay him £500 with interest on July 27<sup>th</sup> next then he shall assign over and convey all his remaining estate in the premises to the said Joseph or Eliz<sup>th</sup>. Pattinson or such persons as they shall appoint, and shall deliver up the said original Indenture and the mesne assignments, &c.

Inrolled May 27, 1728.

Indenture July 15, 1728, between Dame Eliz<sup>th</sup>. Stapylton of Aiskew in the parish of Beedale, widdow, on the one part, and Will. Alder of Beedale, gent<sup>n</sup>., of the other part, witnesseth that the said Dame Eliz<sup>th</sup>. Stapylton, in consideration of a competent sum of money and of the yearly rents and covenants herein-after reserved and agreed upon, hath demised, &c. to the said Will. Alder a mess<sup>es</sup>. with the garth to the same belonging and the parcel of ground called Moor-close, one acre, in Beedale, with all houses, outhouses, &c., except and always reserved out of the present demise of lease all manner of wood, timber, trees, mines and quarries of what kind soever standing, &c. upon the said premises with free liberty of ingress, &c. to the said Dame Eliz<sup>th</sup>. Stapylton, her assigns, servants and agents to fell, cut down, digg for, lead and carry away the same to have and to hold for twenty-one years at the yearly rent of 10s., and if it shall happen the said yearly rent to be arrear, behind or unpaid by the space of fifteen days after the day when the same ought to be paid it shall be lawful for the said Dame

Eliz<sup>th</sup>. Stapylton into the said demised premises to re-enter and the said Will. Alder to eject, expell and putt out : and the said Will. Alder doth covenant, &c. to pay the said rent, and also at his own proper cost and charges during the said term well and sufficiently to repair, &c. the houses, buildings, hedges, ditches and fences in, upon or belonging to the said premises, and at the end of the said term peaceably and quietly to leave and yield up the said premisses in good and sufficient repair, and also yearly during the said term to plant and sett. three good, thriving young trees of oak, ash or elme, and the same so planted from time to time afterwards to preserve and cherish in a carefull and husbandly manner, and in case they or any of them dye to plant others in their room and place,\* and further to grind all the corne and grain which he shall expend in his family at the water corn mill or mills† of the said Dame Eliz<sup>th</sup>. Stapylton in Beedale or Aiskew, so that the same be sufficiently and lawfully grinded, and shall perform two boon days work with a labourer in every year when, where and as the said Dame Eliz<sup>th</sup>. Stapylton shall desire or give notice to him for the performing thereof, and it shall be lawful for the said Dame Eliz<sup>th</sup>. Stapylton or her stewards, servants or workmen at all times during the said term in a fitt time and manner to enter into and view the said houses, buildings and premisses, and the state of reparation thereof, and give, or leave notice in writing at the said house of such reparations as shall be then wanting, and the said Will. Alder shall within three months next after any such view and notice and warning shall be given to him of any default or want of repairs or amendments to be made shall well &c. repair such defaults &c. as shall happen to be found, and the said Will. Alder shall not willingly suffer any common or usual ways or passages for carriages, draughts or plows, or horse-ways or paths to be made, increased or incroached ‡ in or upon the said premisses by any persons not having any right or interest thereunto, and it shall be lawful for the said Dame Eliz<sup>th</sup>. Stapylton to at all times within the said term to enter into and have so much of the demised premisses as in the same year shall be

\* The condition here inserted is noteworthy, and although the number of trees required to be planted yearly may appear to be small, still the provision is a wise one. The consequences of the denudation to which many parts of the North Riding especially have been subjected during the present century, are far more disastrous than is usually allowed for.

† Curious as showing the maintenance of a feudal custom down to the late period indicated by the date of the present document.

‡ Long before the date of this deed a lessening of the number of extant "ways or passages" had become the rule, rather than the multiplication of the same ; and it is rather difficult to conceive the necessity for such a covenant as this in the present or any deed of the same kind. There may have been, and probably there were, local reasons for its conception and insertion.

meet to fallow and to ear,\* plow and fallow the same according to the usage of country there in that behalf without any lett &c. of the said Will. Alder, and that all the muck or dung that shall be made by the horses, cattle or neat kept on the said premisses shall be bestowed, laid and spread yearly upon the arrable lands of the said premisses in a husbandlike manner whereof most need shall be and not elsewhere, and likewise the said Will. Alder will at his own cost, &c. bear, pay and discharge one full half part of the tax commonly called the land tax, and further that he shall not at any time plow, digg, harrow or break up without the consent and assent of the said Dame Eliz<sup>th</sup>. Stapylton first had in writing: nevertheless it is agreed that the said Will. Alder shall and may ear and sow any of the arrable land two years together during the said term and not above, and after that shall fallow and plow and let the same lye one year fallow, and moreover he shall not at any time make, suffer, &c. any manner of waste, spoil or distruction in or upon the premisses, or in or upon the houses, buildings, trees, woods or underwoods thereof, except by the assent &c.; but, as much as he may, shall withstand and hinder the same, and he shall not at any time make any voluntary sale of, or sell, lop, crop or top any of the trees, &c. growing or to be growing upon the said premisses, but only for the repairing the houses or lands, or mound or bound † thereof, and in such sort as is herein agreed, and save only such as shall be made and done

\* The phraseology here seems to call for a little in the way of comment. The usual definition for "to ear" is simply "to plough": but the juxtaposition of the words "ear" and "plough" here is such as at least to suggest that the two words as they are so employed can scarcely be regarded as precisely synonymous. A little below we meet with the phrase "may ear and sow any of the arable land," which reminds us of *Piers the Plowman*:—

I have an half acre to erye. bi the heighe weye;  
Hadde I eried this half acre. and sowen it after,  
I wolde wend with yow.

where the sowing follows the earing. Fully admitting that the primary meaning of the word "ear" is to plough, yet I think that we have a practical distinction between mere plowing and actual "earring" suggested for our observation in these instances. The plowing that preceded the fallow was simply plowing; the "earring" which preceded the sowing was less simple. I think it included all the tillage requisite to prepare the land for the reception of the seed. And if we allow for the nature of the fallow in medieval, and still later, times, it must become apparent that adequate preparation of land for seeding with corn involved something more than just the turning over of the trodden, weed- and grass-grown surface with one single "aither," as our old Cleveland word expresses the act of ploughing.

† We have here not simply an unusual or at least little-used word, but one which involves some little philological interest. Halliwell gives "Mound. A fence or hedge. *East*," which does but the more decisively accentuate Skeat's remark that "the sense of hillock is due to confusion with the commoner word *mound*." The true meaning of medieval *mound* was protection, guard. And from the idea of protection to that of a guarding fence the transition is not at all difficult.

by the consent of the said Dame Eliz<sup>th</sup>. Stapylton, and lastly, he shall not at any time give, sell, grant, bargain or alien his estate-lease, interest or term in the demised premisses for longer time than from year to year only, or charge or incumber the same to any persons other than his own wife, child or children without the agreement, licence and consent of the said Dame Eliz<sup>th</sup>. Stapylton first &c.

Inroll'd July 23, 1728.

Indenture March 9, 1728, between John Reynaldson, jun<sup>r</sup>., of Laburne, yeom<sup>n</sup>., of the one part, and Henry Stapylton of Thornton Watlass, clerk, of the other part, whereas the said John Reynaldson is and standeth bound to the said Henry Stapylton by one bond or writing obligatory, dated Nov<sup>r</sup>. 2, 1725, in the penal sum of £880 with consideration there-under written for the payment of £440 to the said Henry Stapylton (with interest for the same) at a day now past, and did also at the same time execute a warrant of attorney to confess judgment thereupon: now this Indenture witnesseth that the said John Reynaldson for the further and better securing of the said payment of the said £440 and interest now due and hereafter to grow due to the said Henry Stapylton hath granted, &c. to the said Henry Stapylton a mess<sup>es</sup>., and the closes called by the names of Kelvedales, Cow-closes, Backsides, Fogg-close, Horsefold, Butt-parrock, Lime-pitt-hill and Calve-garth in the territories and township of Laburne, together with all houses ways, commons, common of pasture, moor-rights and appurtenances, and all his estate, &c. and the reversion, &c. and all deeds, &c. to have and to hold for the term of five hundred years at the rent of one peppercorn yearly, and this Indenture further witnesseth that the said John Reynaldson doth covenant, &c. that the said mess<sup>es</sup>., and lands shall at all times be subject to and stand charged with the payment of the said £440, and the said Henry Stapylton shall stand and be seized thereof, provided always that if the said John Reynaldson shall, upon demand to be made thereof, pay to the said Henry Stapylton the said sum with interest, this deed and also the said bond shall be void and of no effect.

Inroll'd July 24, 1728.

Indenture May 1, 1728, between Ralph Robinson late of Manfield, and now of Walworth in the county of Durham, yeom<sup>n</sup>., and Rich. Vitty of Darlington in the said county, Weaver, of the one part, and Leonard Spenceley of Aldbrough, yeom<sup>n</sup>., of the other part, witnesseth that the said Ralph Robinson and Rich. Vitty have granted, &c. unto the said Leonard Spenceley the close called Robinson's Moor, twenty-five acres, in Aldbrough, together with all moors, wastes, commons,

rakes for cattle, woods, waters, ways, mines, &c. and the reversion, rents, &c. to have and to hold for one whole year at the rent of a peppercorn, to the intent that he may be in actual possession and seisin of the said close, and may be thereby enabled to accept a grant, release and confirmation of the same to him and his heirs for ever.

Inroll'd July 24, 1728.

Indenture Tripartite May 2, 1728, between Ralph Robinson of the first part, Rich Vitty of the second part, and Leonard Spenceley of the third part, witnesseth that in consideration of £170 to the said Ralph Robinson paid by the said Leonard Spenceley the said Ralph Robinson, and at his request, the said Rich. Vitty have granted, &c. unto the said Leon. Spencely (in his actual possession by virtue of a bargain and sale to him thereof made for one year) the close at Aldbrough called Robinson's Moor with all moors, wastes, &c., and the reversion, their estate, and all deeds, &c. to have and to hold to him and his heirs for ever, and they do covenant &c. with the said Leonard Spenceley that they are rightfully and absolutely seized thereof in a good, pure, absolute and indefeazable estate of inheritance in fee simple, and have good right &c. to grant, &c. the same unto him, and they will at all times make, &c. any such further act &c. as shall be reasonably required.

Inroll'd July 24, 1728.

Indenture June 17, 1728, between Rich. Aspinwall of Aldbrough, gent<sup>n</sup>., and Margaret his wife, and Mary Aspinwall, of Aldbrough, widow, of the one part, and Jas. Bailes of Wycliffe, gent<sup>n</sup>., of the other part, witnesseth that the said Richard and Margaret and Mary Aspinwall have bargained and sold unto the said Jas. Bailes a mess<sup>rs</sup>. with a barn and stable, and the several closes, thereto belonging called the Paddock, the Town-End-close, Stanwick-Lane-close, the Middle-close, the Piper-close, the High-close and the High-Orchard and Low-Orchard on the west side of the house and one garden adjoining the same, with one little garden before the front of the house, together with all houses, outhouses, &c. and the reversion, &c. to have and to hold for one whole year at the rent of a peppercorn only to the intent that he may be in actual possession of the said premisses and may thereby be enabled to accept a grant and release of the reversion and inheritance thereof to him and his heirs.

Inroll'd July 25, 1728.

Indenture June 18, 1728, between Rich. Aspinwall, Margaret his wife and Mary Aspinwall of the one part, and Jas. Bailes of the other part, witnesseth that in consideration of £400 to the said Richard and

Mary Aspinwall by the said Jas. Bailes paid, the said Richard, Margaret and Mary Aspinwall have granted, &c. to the said Jas. Wycliffe (in his actual possession by virtue of a bargain and sale for one year to him thereof made). See last document.

Inroll'd July 25, 1728.

Indenture Quadrupartite June 18, 1728, between Rich. Aspinwall of Aldbrough, gent<sup>n</sup>., son and heir of John Aspinwall late of Forcet, gent<sup>n</sup>., deceased, of the first part, Anne Robinson of Stappleton, widow and administratrix of Ralph Robinson late of Stappleton, gent<sup>n</sup>., of the second part, Jas. Bailes of the third part, and Tho. Hodgson of Thorp, yeom<sup>n</sup>., of the fourth part, whereas by Indenture of June 18, 1724, between the said Rich. Aspinwell of the one part and the said Ralph Robson of the other part, the said Rich. Aspinwell did grant to the said Ralph Robson a mess<sup>gs</sup>. in Aldbrough with the kiln and other out-houses and buildings, and the several closes of arrable, meadow and pasture ground called the Town-End-close, five acres; Pipers-close, three acres; and the Paddock, one acre, together with all houses, &c. tofts, crofts, hedges, &c., trees, mines, ways, fishings &c., and the reversion &c. to hold unto the said Ralph Robson for nine hundred and ninety-nine years at the yearly rent of a peppercorn, in which said Indenture there is contained a proviso for the making void thereof on payment of £120 at a day therein mentioned and long since past, and whereas failure of payment was made of the said sum, by means whereof the said premisses became forfeited to the said Ralph Robson, and his said estate and interest therein dureing the remainder of the said term became in law absolute, and whereas he afterwards died intestate and after his death administration of his goods, &c. was duely granted and committed unto the said Ann Robinson, and whereas upon an account this day made up and stated there appears to be due and oweing to the said Ann Robson for principal money and interest due on the said recited security and upon a judgment obtained against the said Rich. Aspinwell by the said Ralph Robson £215, and whereas the said Jas. Bailes hath agreed with the said Rich. Aspinwell for the absolute purchase of the said lands and tenements and of other lands and grounds in Aldbrough for £400, and the said fee simple and inheritance of the said premisses are intended to be conveyed to the said Jas. Bailes: now (to the end the said term may be preserved and kept on foot to attend and wait on the reversion and inheritance of the said premisses, to protect and defend the same from all incumbrances subsequent to the creation of the said term) this Indenture witnesseth that in consideration of £215 by the said Jas. Bailes at the request of the said Rich. Aspinwell paid, in part of the said purchase money to



the said Ann Robson, she hath bargained, &c. (at the request of the said Rich. Aspinwell) to the said Tho. Hodgson the said mess<sup>es</sup>., lands, kilns, closes, and all her estate, &c. to have and to hold for the remainder of the said term in trust for the said Jas. Bailes, and such other person to whom the freehold and inheritance of the premisses shall appertain.

Inrolled July 25, 1728.

Indenture June 18, 1728, between Ann Robson of the one part, and Jas. Bailes of the other part, whereas Ralph Robson did some time in his life recover and obtain against Rich. Aspinwall a judgment in his Majesty's Court of Common Pleas at Westminster for £160 debt besides cost of suite, and whereas the said Judgment is still subsisting and remaining unsatisfied, and the said Rich. Aspinwell hath sold and conveyed to the said Jas. Bailes all his mess<sup>es</sup>., lands and tenements at Aldbrough, and whereas the said Ralph Robson afterwards dyed intestate and after &c. : now this Indenture (see preceding deed, &c.) witnesseth in consideration of £80 that she hath granted the said judgment to the said Jas. Bailes.

Inrolled July 25, 1728.

Indenture Tripartite Nov<sup>r</sup>. 6, 1728, between Tho. Middleton, jun<sup>r</sup>., of Hollings *alias* Brantbury Grange in the parish of Sigston, gent<sup>n</sup>., of the first part, Eliz<sup>th</sup>. Pattinson of Lanmorth Hill, daughter of Joseph Pattinson of the second part, Roger Meynell of Kilvington, Esq., John Mayes of the Freerage near Yarme, Esq., and Cuthbert Mitforth of Northallerton, Apothecary, of the third part, whereas the said Eliz<sup>th</sup>. Pattinson is justly intitled to the principal sum of £500 payable with interest charged upon and secured out of certain mess<sup>es</sup>., lands, closes, woody and other grounds, as well freehold as leasehold in Lanmoth and the parish of Leeke, and whereas the said Tho. Middleton is also intitled to the like sum of £500 secured by mortgage of the same premisses, and whereas there is a marriage intended and shortly, by the permission of God, to be had and solemnized between the said Tho. Middleton and the said Eliz<sup>th</sup>. Pattinson, but for as much as the said Tho. Middleton is not as yet seized of any reall estate whereby to make the said Elizabeth his intended wife a competent joynture and settlement of lands and tenements suiteable to her said fortune, it is therefore intended and agreed that the said intire sum of £500 so as aforesaid due and secured to the said Elizabeth for her portion and £100 part of the said £500 secured to the said Tho. Middleton by mortgage shall be settled and assured as a provision and means of maintenance for her and her children in case the said intended marriage take effect and there be issue between them, in such sort, manner and forme as herein-after is expressed : now this Indenture witnesseth that in con-

sideration of the said intended marriage and marriage portion and to the intent the agreement of the said parties may in all things be effectually performed and executed, and pursuant thereunto the said sums of £500 and £100 settled and secured, the said Tho. Middleton hath given, granted, assigned, &c. unto the said Roger Meynell, John Mayes and Cuthbert Mitforth £100 part of the said £500 secured to him as above said and all interest from henceforth to become due for the same together with a proportionable benefit and advantage to be had and taken of the said mortgage and of any remedies to be had for the recovery thereof as may be had for the recovery of £400 residue of the said £500 and all his right, action, claim, &c. to the said £100: and the said Eliz<sup>th</sup>. Pattinson for the considerations aforesaid and in further pursuance of the said marriage agreement hath, by and with the privity, knowledge, consent and agreement of the said Tho. Middleton her intended husband, given, granted &c. unto the said Roger Meynell, John Mayes and Cuthbert Mitforth the said £500 so due to her with all benefit and advantage of all securities made for the same, in trust for the said Tho. Middleton for life, and after his decease in trust for the said Elizabeth for her life, and after the death of the survivor of them to pay the said £600 equally amongst their children if they have any, if there should be no children to pay £500 to such person as the said Elizabeth shall appoint and the remaining £100 to the executors of the said Tho. Middleton: and it shall be lawful for the said Tho. Middleton to call in any part of the said sum not exceeding £100 for his necessary occasions, on procuring the consent of his wife, and giving the said trustees security for the same.

Inroll'd Nov<sup>r</sup>. 26, 1728.

Indenture Tripartite, November 22, 1728, between Tho. Middleton late of Middleton-upon-Leaven and now of Brantbury Grange, Esq., son and heir of John Middleton late of Middleton-upon-Leaven, Esq., deceased, of the first part, Michael Hughes of Yarum, Merchant, of the second part, and Sir Hugh Smithson of Stanwick of the third part, whereas by Indenture Tripartite of Release of Nov<sup>r</sup>. 1, 1724, between Fr. Middleton of Offerton in Durham, Esq., son and heir of Rich. Middleton, late of the same, deceased, of the first part, the said Tho. Middleton of the second part, and Geo. Hewthwaite of Thornton-upon-the-Hill in the parish of Coxwold, yeom<sup>n</sup>., since deceased, of the third part, the said Fr. Middleton by consent &c. of the said Tho. Middleton and also the said Tho. Middleton did (according to their several estates and interests therein) grant &c. unto the said Geo. Hewthwaite (in his actual possession then being by virtue of a bargain and sale made to him for one year) and to his heirs and assigns for

ever the mess<sup>es</sup>. called Brantbury Grainge with an orchard, garden, foldgarth and stackgarth and certain closes [see above, p. 81] to have and to hold for one thousand years without impeachment of waste and after the determination of that estate to the use of the said Tho. Middleton, his heirs &c. for ever, and in the same Indenture there is a provisoe for making void the said term upon payment of £60 and interest by the said Tho. Middleton to the said Geo. Hewthwaite and whereas the said sum was not paid whereby the estate of the said George in the said premisses became absolute, and upon his dying intestate the remainder of the said term is now vested in Will. Spackman and Mary his wife, and whereas Dec<sup>r</sup>. 19, 1726, the said Will. and Mary Spackman and Tho. Middleton did grant the said mess<sup>es</sup>., &c. to the said Sam. Smith for the remainder of the said term, and June 15, 1727, the said Tho. Middleton and Sam. Smith granted the same to the said Mich. Hughes for the rest of the said term, defeazable on payment of £450 by Tho. Middleton, and the said Thomas having paid £150 in part thereof and all interest: now this Indenture witnesseth that in consideration of £300 to the said Mich. Hughes at the request &c. of the said Tho. Middleton paid by the said Sir Hugh Smithson in full satisfaction of all sums due to him upon the said recited securities, and of £50 to the said Tho. Middleton by the said Sir Hugh Smithson paid they have granted, bargained, &c. to the said Sir Hugh Smithson the said mess<sup>es</sup>., closes &c., and all their estate &c., and the reversion, &c. together with the said recited Indentures and all deeds, &c. to have and to hold for all the rest &c. of the said term of one thousand years, provided that if the said Tho. Middleton do pay the said Sir Hugh Smithson £350 upon May 22nd next at the seat or chief mansion house of the said Sir Hugh Smithson at Stanwick, then the said term shall cease, &c., and the said Tho. Middleton and Mich. Hughes have good right &c., and further they will make any such further act &c.

Inroll'd December 14, 1728.

I John Dalton of Thurnham, Esq., by this my codicill to my last will &c. lately executed which I hereby ratify and confirme do give and devise to my beloved wife Francess Dalton, and Rob. Gibson of Lancaster, Esq., their heirs, &c. all my tythes, oblations, obventions and spiritualities whatsoever arising and that shall become due and payable from and out of Coverdale and the township of Leyburn or parish of Leyburn, upon trust that they and the survivour of them and the heirs of such survivour shall and do with what convenient speed may be sell and dispose the same, and all my estate and interest therein to such person or persons as will really and *bonâ fide* give most money for the same, and apply and dispose the money arising thence unto and

amongst my younger children in such parts and proportions as my executors in the same will named shall find proper and their discretions and not otherwise. In witness whereof I have hereunto putt my hand and seale this 19th day of Sept<sup>r</sup>. 1728, John Dalton signed &c. by the said John Dalton as a codicill to his will in the presence of us, who have subscribed our names in his presence. Rich. Shepherd, Edward Hoghton, John Atkinson.

Inroll'd January 21, 1728-9.

Indenture December 18, 1728, between John Lodge of Bernard Castle in Durham, gent<sup>a</sup>., of the one part, and Marmaduke Tunstall of Wycliffe, Esq., on the other part, whereas by Indenture of Nov<sup>r</sup>. 18, 1725, between Tho. Middleton of Cleatham in Durham, gent<sup>a</sup>., and the said Marm. Tunstall of the one part, and the said John Lodge of the other part, the advowson, donation, free disposition, and right of patronage and presentation of, in and to the rectory, parsonage and parish church of Wycliffe aforesaid was granted and conveyed unto the said John Lodge and his heirs: now this Indenture witnesseth that for the perfecting an assurance or conveyance to be had and made of the said advowson and premisses by way of common recovery the said John Lodge hath granted, &c. to the said Marm. Tunstall upon the condition herein-after mentioned the said advowson, &c. of the said rectory &c. with all the rights, members and appurtenances, and the reversion, &c. and all his estate, &c. to have and to hold to the use of him and his heirs for ever, upon this condition nevertheless, that if the said Marm. Tunstall do pay the said John Lodge £500 upon February 18th next then this present grant and release shall be utterly void and of none effect, and after such default of payment it shall be lawful for the said John Lodge to hold and enjoy the said advowson and premisses as in his former estate.

Inroll'd January 24, 1728-9.

Indenture Tripartite December 20, 1728, between Marmaduke Tunstall of the first part, Robert Atkinson of Lincoln's Inn, London, gent<sup>a</sup>., of the second part, and Sir Hugh Smithson of the third part, witnesseth that in consideration of 10s. to the said Marm. Tunstall paid by the said Rob. Atkinson, and for the barring all estates taile, remainders and reversions, the said Marm. Tunstall hath granted &c. to the said Rob. Atkinson the mannors or lordships of Scargill, Hutton *alias* Hutton Longvillers and Wycliffe with the rights, members and appurtenances, and the tythes of corn and hay yearly increasing, growing and renewing within the mannor of Hutton Longvillers, with all lands, tenements and hereditaments, rents, reversions and services of the said Marm. Tunstall, within the said mannors, also the advowson, &c.

of the rectory &c. of Wycliffe, with its rights, &c., together with all commons, woods, rents, services, and all fee farmes, waters, fishings, furze heaths, moors, marishes, ways, wastes or void grounds, escheats, releifes, herriots, courts, profits of courts, Courts Leet, Courts Barron, and view of Frankpledge, and all that to the said courts and views of Frankpledge doth appertain, goods and chattells, waives and strays, goods, &c. of felons of themselves, fugitives and outlawes, fines, amerciaments, liberties, royalties, franchises, privileges, commodities, advantages, emoluments, hereditaments and appurtenances, and all the reversion, &c. and all his estate, &c. to have and to hold to the said Rob. Atkinson to the intent to make him perfect tenant of the freehold of the said mannors, mess<sup>es</sup>., lands, &c. in order to suffer a common recovery of the same with a double voucher, and therefore it is hereby covenanted that it shall be lawful for the said Sir Hugh Smithson to sue forth against the said Rob. Atkinson a writ of entry *sur disseisin, en le post* thereby demanding the said mannors, &c. to which said writ the said Rob. Atkinson &c., and it is hereby agreed that the said common recovery shall be, &c. to the only proper use of the said Marm. Tunstall, his heirs, &c. for ever.

Inroll'd January 24, 1728-9.

Indenture Quadrupartite January 15, 1728-9, between Tho. Greenside of Sandholme in the parish of Thornton in le Street, yeom<sup>a</sup>., of the first part, Roger Brigham late of Carleton Miniott, and now of Garton-in-Holderness, Esq., of the second part, Will. Roccliffe of Easingwold, gent<sup>a</sup>., of the third part, and Geo. Hutchinson of Mawnby, gent<sup>a</sup>., of the fourth part, whereas by Indenture of lease and release of April 14 and 15, 1723, the release being Quadrupartite between Simon Lumley of Carleton Miniott, gent<sup>a</sup>., and Ann his wife of the first part, Francis Barroby of Thirsk, gent<sup>a</sup>., of the second part, the said Roger Brigham of the third part and the said Tho. Greenside of the fourth part, in consideration of £148 to the said Fr. Barroby paid by the said Tho. Greenside by the direction of the said Simon Lumley and Roger Brigham in full satisfaction of all sums due to the said Fr. Barroby on mortgage or other security and of £102 by the said Tho. Greenside to the said Simon Lumley paid by the direction of the said Roger Brigham, and of £100 to the said Simon Lumley paid by the said Roger Brigham the said Fr. Barroby by direction of the said Simon Lumley and also the said Simon and Ann Lumley did grant &c. to the said Tho. Greenside and his heirs a cottage with the appurtenances in Carleton Miniott and a croft on the backside thereof, one acre; a cottage with &c. and a croft, two acres; several closes of arrable, meadow and pasture ground called Kirklands; the closes called

Meeke-moor, Rymer-moor, and Oake-tree-close, containing together about thirty-five acres, with all houses, outhouses, &c. to hold to the said Tho. Greenside for one thousand years without impeachment &c., with remainder to the said Roger Brigham, his heirs, &c. for ever, subject to a proviso that if the said Roger Brigham should pay the said Tho. Greenside £250, at a certain date the said term should be void and whereas the said sum was not paid whereby the said term became absolute in the said Tho. Greenside, and whereas there is now due to him upon the said recited securities £259. 7. 6., and whereas the said Will. Roccliffe hath contracted and agreed with the said Roger Brigham for the absolute purchase of the said cottages and closes together with a mess<sup>es</sup>. and the fee simple and inheritance thereof for £377. 18., whereof £259. 7. 6. was agreed by the said Roger Brigham to be paid to the said Tho. Greenside in satisfaction of his debt: now this Indenture witnesseth that in consideration of £259. 7. 6. to the said Tho. Greenside paid he hath granted &c. with the consent &c. of the said Roger Brigham and by the appointment and direction of the said Will. Roccliffe unto the said Geo. Hutchinson the said cottages and closes, and the said term of one thousand years, and the reversion, &c. and his estate, &c. together with the Indentures and all deeds, &c. to have and to hold for the remainder of the said term, nevertheless in trust for the said Will. Roccliffe or such other persons to whom the freehold and inheritance of the said premisses shall appertain, to the intent that the said term shall attend and wait on the freehold and inheritance thereof which is intended to be forthwith conveyed to the said Will. Roccliffe, his heirs, &c. and may be kept on foot for better securing and protecting the same from all dormant and other mesne incumbrances.

Inroll'd February 5, 1728-9.

Indenture Quadrupartite, January 15, 1728-9, between Joseph Greenup of the city of Yorke, Merchant Taylor, of the first part, Roger Brigham of the second part, Will. Roccliffe of the third part, and Geo. Hutchinson of the fourth part, whereas by Indenture of lease and release of March 22 and 23, 1719, Tho. Clough, yeom<sup>a</sup>., did convey a mess<sup>es</sup>. and garth in Carleton Miniott to John Routh for ninety-nine years, and March 26, 1723, the said John Routh assigned the said premises to Tho. Greenside, and November 4, 1727, the said Tho. Greenside did assign the same to Joseph Greenup, and the said Will. Roccliffe hath contracted with the said Roger Brigham for the absolute purchase of the same: this Indenture witnesseth that the said Joseph Greenup hath granted the same to the said Geo. Hutchinson for the remainder of the said term in trust for the said Will. Roccliffe.

Inroll'd February 5, 1728-9.

Indenture January 16, 1728-9 between Roger Brigham of the one part and Will. Roccliffe of the other part, witnesseth that in consideration of £103. 15. by the said Will. Roccliffe (by the direction &c. of the said Roger Brigham and for his proper debt) paid to Joseph Greenup, and of £259. 7. 6. to Tho. Greenside by direction of the said Roger Brigham and for his like proper debt, and of £14. 15. 6. to the said Roger Brigham paid by the said Will. Roccliffe, the said Roger Brigham hath granted &c. to the said Will. Roccliffe a mess<sup>rs</sup>. and garth in Carleton Miniott; a cottage with the appurtenances and a croft of one acre; a cottage &c. and a croft, two acres; the three closes called Kirklands; and the closes called Meeke-moor, Rymer-moor and Oaketree-close, together thirty-five acres, with all houses, outhouses, &c., and the reversion, &c. the rents, &c., and his estate &c. to have and to hold to the only proper use &c. of the said Will. Roccliffe, his heirs, &c. for ever, and the said Roger Brigham is lawfully seized thereof &c. in a good, sure, perfect, absolute and indefeazable estate of inheritance in fee simple without any condition, &c. that may change &c. the same, and hath good right, &c. to assure and convey the same to the said Will. Roccliffe, and the said Will. Roccliffe may hold &c. the said premisses, and receive the rents, &c. thereof without lett, suite, &c., and that free and clear and saved, defended, &c. by the said Roger Brigham from all gifts, grants, &c., (a mortgage made of part of the said premisses to the said Joseph Greenup and by him assigned to Geo. Hutchinson in trust for the said Will. Roccliffe, and another mortgage of other part of the said premisses to the said Tho. Greenside and assigned as aforesaid, and the rents and services from henceforth to grow due and payable to the chief lord of the fee in respect of the said premisses only excepted), and the said Roger Brigham will within the space of six years make any such further act &c.

Inroll'd February 5, 1728-9.

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BOOK D.

Indenture March 25, 1729, Gabriell Daile of Ugthorpe in the parish of Lyth, Glazier, and Elizabeth his wife, 1.

John Jefferson of Staithes in the parish of Hinderwell, Fisherman, 2.

WITNESSETH in consideration of £272 paid by the said John Jefferson to the said Gabriell Daile.

Grant by Gabriell Daile to John Jefferson of a mess<sup>rs</sup>., cowhouse, barn, stable, with the orchard and a garden or garden-place and all other appurtenances; several closes called the Croft, the Short-butts,

the Broomeleases, the Middle-field, and the Calf-close, commonly known by the name of Dowson Farm, in the Lordship of Ugthorpe, with all houses, &c., common of turbary, heath, lyng moor and turf, with ways to the common of Ugthorpe, waters, &c., to the same belonging.

Usual covenants against incumbrances except the rents and services to the chief lord of the fee.

Inrolled May 6, 1729.

Indenture April 4, 1729, Jane Lund of the city of York, widow, 1.  
Thomas Beho of the same city, gent<sup>n</sup>, 2.

RECITAL of annuity limited to the said Jane Lund for her life out of the capital mess<sup>es</sup>. or mansion house at Heworth, together with a barn, stable, orchard and garth; a close called Paradise-close; four closes called New-moors; a farm, lands and grounds (two closes called Hemp-lands excepted); a close called New Moor-heads and the pasture gates on Cow-moor, the said premises limited to two trustees for five hundred years, subject to a proviso that if at the time of the death of the said Jane Lund there should be no arrears of the said annuity the said term should cease.

WITNESSETH in consideration of £25 paid by the said Tho. Beho to the said Jane Lund.

Grant by Jane Lund to Tho. Beho of clear annuity of £5, part of the said annuity, for fifty years, if she so long live.

Inrolled June 10, 1729.

Indenture May 1, 1729, Peter Blenkinsopp of Leyburne, mason, 1.  
Elizabeth and Hellen Wynn of Garriston, spinsters, 2.

WITNESSETH in consideration of £70 paid by the said Eliz<sup>th</sup>. and Hellen Wynn to the said Peter Blenkinsopp.

Grant by the said Peter Blenkinsopp to them of two closes of meadow or pasture ground, formerly called \* Cramphills, now called East-garth and Little Plowing-close, together four acres and a half, with all ways, waters, mines, &c., for nine hundred and ninety-nine years.

\* We have here specified a circumstance of little interest in itself, but still of a nature to affect the researches of the student of place-names very considerably, and to lead on to increased difficulty in the way of identifying localities named in old documents or localizing old boundaries, enclosures, properties, and the like, named in ancient and interesting documents. In fact the wanton, uncalled-for, and often nonsensical changes of names that are perpetually being made in all parts of the country are in one sense to be deplored, rather than ridiculed. Indeed I could give a list of such changes made within the last few years in this district alone, comprising not a few so silly and so totally inappropriate, such as would raise a rather unsympathetic stare in many people's eyes. And the process is still going forward. One such instance of "progress" seeks to supplant a name that has subsisted for eight or ten centuries, at least, by another depending on the merely fortuitous vicinity of what is now a great man's house.



Usual covenants against incumbrances the rents, duties and services to the chief lord of the fee only excepted and foreprized. Power of redemption by payment of £70 and interest on November 11th next; covenant that no benefit of survivorship shall be taken by the said Elizabeth or Hellen Wynn if either of them shall happen to die before the said sum is paid.

Inrolled June 14, 1729.

Indenture May 2, 1729, Michael Pudsey of Staindrop in the county of Durham, gent<sup>n</sup>., 1.

John Marshall of Marsk, sen<sup>r</sup>., yeom<sup>n</sup>., 2.

Lease for one year to found a grant of a mess<sup>ce</sup>. and farm in Picton, all lands, &c. thereto belonging, with all houses, outhouses, &c.

Inrolled July 19, 1729.

Indenture May 3, 1729, same parties.

WITNESSETH in consideration of £650 by the said John Marshall, paid to the said Michael Pudsey, and of £650 by the said John Marshall secured and undertaken to be paid to Solomon Wycliffe, Esq., for the proper debt of the said Michael Pudsey, with interest to be computed from April 30th last upon October 30th next.

Grant by the said Michael Pudsey to the said John Marshall of premises mentioned in last lease.

Inrolled July 19, 1729.

Indenture February 11, 1728-9, Will. Langstaffe of East Layton, yeom<sup>n</sup>., and Rob. Layton his son and heir apparent, 1.

Anthony Peirse of Hangbank in the parish of Melsonby and Marmaduke Wilson of Oliver House in the parish of Easby, yeomen, 2.

Mary Wilson, spinster, daughter of Ralph Wilson of Manfield, yeom<sup>n</sup>., 3.

RECITAL of intended marriage between the said Rob. Langstaffe and Mary Wilson.

WITNESSETH in consideration of said marriage and the marriage portion of the said Mary Wilson.

Grant by the said William and Rob. Langstaffe to the said Anthony Peirson and Marm. Wilson of the close called Miln-close *alias* Bayles-close, two acres; a close called Crookidrig *alias* Beck-close, five acres; and a garth, three roods with all houses, &c., all in East Dalton, in trust for Rob. Langstaffe, and after his death for Mary Wilson his intended wife, in full of all such dower or thirds as she might otherwise have or claim to any the freehold estate of the said Robert that he shall happen to be possessed of at any time during the coverture

between them, and after her death for their heirs, and in default of issue to the use of the right heirs of the said Robert.

Inrolled July 19, 1729.

Indenture April 18, 1729, Humphrey Sainthill of Richmond, gent<sup>a</sup>., and Elizabeth his wife, 1.

Cuthbert Routh of Dinsdale in the county of Durham, Esq., 2.

LEASE for one year to found a grant or grant release of a mess<sup>rs</sup>., with the garths and gardens thereto belonging; several closes called Robin-close, Crag-intack, High-close, Hollin-hill, Hasle-hole, Clogghill, Plainfoot, Bird-intack, Parrock, four closes together called John-of-the-Hill, closes with a house standing thereon; and four beastgates or cattlegates in Birks-pasture in Whitaside in Swaledale in the parish of Grinton, with all houses, &c.

Inrolled September 16, 1729.

Indenture April 19, 1729, between the same parties.

WITNESSETH in consideration of £274 by the said Cuthbert Routh paid to the said Humphrey Sainthill.

Grant of the premises named in last lease.

Inrolled September 16, 1729.

Indenture May 1, 1729, Humphrey Sainthill and Elizabeth his wife, 1.

Rob. Robinson of Richmond, gent<sup>a</sup>., 2.

WITNESSETH in consideration of £100 paid to the said Humphrey and Elizabeth by the said Rob. Robinson.

Grant by the said Humphrey and Elizabeth of their free burgage mess<sup>rs</sup>. in the west row in a certain street in Richmond called the Frenchgate or Frankgate, with all its rights, &c., together with all houses, &c., cellars, sollers, chambers, rooms, gardens, yards, back-sides, and the grass garth lying to the west of the garden, half an acre, trees, &c., common of turbary and pasture, cattlegates in the town-pasture called Whitcliffe-pasture, hereditaments and appurtenances, a pew or seat in the parish church of Richmond thereunto formerly belonging and heretofore sold to Mr. Alderman Sutton only excepted.

Inrolled September 16, 1729.

Indenture June 9, 1729, John Reynaldson, jun<sup>r</sup>. of Layburne, yeom<sup>a</sup>., and Bartholomew Hamond of the parish of St. James, Westminster, in the county of Middlesex, Distiller, 1.

Tho. Nichols of the said parish, gent<sup>a</sup>., and Luke Raper, of West Scrafton, yeom<sup>a</sup>., 2.

The Rev. Henry Stapylton, clerk, rector of Thornton Watlass, 3.

Solomon Wycliffe of Dalton Travers *alias* Gales, Esq., 4.

RÆCITAL of grant to the said Luke Raper for nine hundred and ninety-nine years, in consideration of £350 by him paid to Edward and Chr. Raper, of a mess<sup>rs</sup>. with a malt-kilne and all stables, edifices and buildings, orchards, gardens and garths; a close called Backsides, four acres; a close called Showgill *alias* Sholegill, three acres of meadow ground; the paddock or parrock \* called Horse-hole, half an acre of meadow ground; the paddock or parrock called Butt-paddock, one acre; a close called Limepit-hill or Well-close, three acres; a close called Calf-garth, half an acre; eight closes called Kelberdales, together fifteen acres; two closes called New-close *alias* Cow-close as they adjoin together and are divided, six acres, with all houses, &c., all heretofore the estate of Chr. Raper, father of the said Edw. Raper, sen<sup>r</sup>., in Layburne; and of an assignment of the said premises to the said Fr. Nichols May 28, 1725 for the rest of the said term in trust for the said Bartholomew Hamond.

And also that the said John Reynaldson, and John Reynaldson, sen<sup>r</sup>., stand bound to the said Henry Stapylton in the penal sum of £880 for the payment of £440 with interest at a day now past, and there is now due to the said Henry Stapylton £473 which is intended to become principal and carry interest.

WITNESSETH in consideration of the premises and for better securing the repayment of the said £473, as also in consideration of £127 now lent by the said Henry Stapylton to the said John Reynaldson.

Grant by the said Luke Raper and John Nichols to the said Solomon Wycliffe of the said premises for the rest of the said term in trust for the said Henry Stapylton as security for payment of the said sums, and redeemable on payment thereof.

Inrolled October 6, 1729.

Indenture December 1, 1729, Anne Reed of the city of Durham, spinster, daughter of Rob. Reed, Apothecary, and Jane his wife, 1.

John Mayes of the Freerage near Yarum, Esq., 2.

Tho. Smith of Yarum, Blacksmith, and Anne his wife, and Robert their eldest son, 3.

\* The circumstance that the words "paddock" and "parrock" are here dealt with as synonymous is worthy of passing notice. Professor Skeat remarks that "it is tolerably certain that *paddock* is a corruption of *parrock*, another form of *park*. . . . The unusual change from *r* to *d* may be due to some confusion with *paddock*, a toad; cf. *poddish* for *porridge*." The most curious and, at the same time, illustrative delineation of what a park, parrock, or paddock actually was in the old days, with which I am acquainted, is in the Rievaulx Chartulary, where Abbot Ailred concedes the privilege of enclosing a free park (*liber parcus*) sixty feet long by as many broad.

WITNESSETH in consideration of £60 to the said Anne Reed and £30 to the said John Mayes by the said Tho. Smith paid.

Grant by said Anne Reed and John Mayes to the said Tho. Smith of a mess<sup>rs</sup>. burgage and a shop, as also a little yard on the backside thereof, in Yarum, together with all outhouses, &c.

A wayleave or free liberty of ingress, &c., for the said Thomas, Anne and Rob. Smith, their servants and tenants from the said mess<sup>rs</sup>. burgage through the garth or backside of a mess<sup>rs</sup>. of the said John Mayes to and from the river of Tease to continue to be used for the residue of a term of one hundred years by the occupiers of the said mess<sup>rs</sup>.

Uses. To the said Tho. Smith for his life, without impeachment of waste.

After his decease, as to one undivided third thereof, to the use of the said Anne his wife.

As to the other two thirds, from his death, and the said third after the death of the said Anne, to the use of the said Rob. Smith and his heirs.

Usual covenants against incumbrances except the rents and services to the chief lord of the fee.

Covenant for further assurance.

Inrolled December 10, 1729.

Indenture November 28, 1729, Marmaduke Tonstall of Wycliffe, Esq., 1.

John Lodge of Bernard Castle in the county of Durham, gent<sup>l</sup>., 2.

WITNESSETH in consideration of £140 paid by John Lodge for the proper debt and at the special direction of the said Marm. Tonstall.

Grant by Marm. Tonstall of the advowson, etc. of the Rectory, etc. of Wycliffe with all its rights, &c.

Covenant for further assurance.

Inrolled March 17, 1729-30.

Indenture November 13, 1729, Marm. Tonstall, Sir Hugh Smithson of Stanwick, and John Lodge, 1.

Rob. Atkinson of Lincoln's Inn, London, gent<sup>l</sup>., 2.

Richard Shuttleworth of Forcett, Esq., 3.

Grant by the said Marm. Tonstall, Sir Hugh Smithson and John Lodge of the mannor of Wycliffe with its rights, &c., and the advowson, &c., to the Rectory unto the said Rob. Atkinson in order to make him perfect tenant of the freehold of the said mannor, &c., in order to suffer a common recovery of the same with double voucher.

Inrolled March 17, 1729-30.

Indenture May 2, 1730, Geo. Foss of Ulsha House in the parish of Fingall, yeom<sup>n</sup>., Peter Blenkinsop of Leyburne, yeom<sup>n</sup>., and Jane his wife, 1.  
Will. Thompson of Ripon, Apothecary, 2.

WITNESSETH in consideration of £220 paid by Will. Thompson to Geo. Foss and Peter Blenkinsop.

Grant by Geo. Foss and Peter Blenkinsop of a mess<sup>es</sup>. in Leyburn; a close called Calf-garth, one acre; a close called the West-close, four acres; a close called Millbecks, four acres; a close called Quarry-head, two acres; five roods called Normyre; a close called Risber, two acres, with all houses, &c.

Power of redemption by payment of £220 November 11th next.  
Inrolled July 10, 1730.

Indenture April 29, 1730, James Allen of Thornton Steward, yeom<sup>n</sup>., 1.

Joseph Ryder of East Witton, yeom<sup>n</sup>., 2.

WITNESSETH in consideration of £120 paid by Joseph Ryder.

Grant by Jas. Allen of three closes of pasture ground in the township of Thornton Steward called Bancks, Hull-close, and Hull-pasture, together forty-four acres, with all ways, waters, etc., for three thousand years.

Power of redemption by payment of £120 on November 11th next.  
Usual covenants against incumbrances; covenant for further assurance.

Inrolled October 5, 1730.

Indenture November 4, 1730, Chr. Ascough of Jervaux, gent<sup>n</sup>., 1.

Jas. Allan, 2.

John Metcalfe of Kirby Malzeard, gent<sup>n</sup>., 3.

RECITAL of grant by Jas. Allan August 2, 1725, unto the said Chr. Ascough in consideration of £140 of the close called Moor-close, thirteen acres, in the township of Thornton Steward, with all ways, &c., for nine hundred and ninety-nine years.

WITNESSETH in consideration of the said sum of £140 paid by John Metcalfe, by the direction of the said Jas. Allan unto the said Chr. Ascough.

Assignment by the said Chr. Ascough unto the said John Metcalfe of the said close for the residue of the said term, free from all equity of redemption except on payment of £140 and interest by Jas. Allan on November 4th next.

Inrolled January 19, 1730-31.

Indenture October 10, 1730, Sir Tho. Tanckred, of Brampton, *alias* Branton, Tho. Tanckred, Esq., his eldest son and heir-apparent, 1.

John Messinger of Fountains, Esq., and Fr. Trapps of Nidd, Esq., 2.

Tho. Selby of the city of York, Esq., Nicholas Wogan of Racoffe, in the kingdom of Ireland, Esq., 3.

James Jackson of Furnivall's Inn, London, gent<sup>a</sup>., 4.

RECITAL of intended marriage between the said Tho. Tanckred and Judith Dalton, spinster, daughter of Peter Dalton of Grenan's Town, in the kingdom of Ireland, Esq.; and of £1,100 paid to the said Sir Tho. Tanckred by the said Peter Dalton as the marriage portion of his daughter.

WITNESSETH in consideration of the said intended marriage, and to enable the said Sir Thomas and Tho. Tanckred to raise money for payment of the portion of Henaretta Tanckred, only daughter of the said Sir Thomas, due to her by a former settlement of the premises, and to enable the said Sir Thomas to raise money for the payment of debts or as addition to his daughter's fortune.

Grant by the said Sir Thomas and Tho. Tanckred to Jas. Jackson, of the several mannors of Genedale *alias* Givendale, Brampton *alias* Branton, and Rowcliffe, with their rights &c., and all the tythes of corn and hay in Brampton; all mess<sup>es</sup>., cottages &c., within the said mannors, with all houses &c., tofts, crofts, lands &c., woods &c. fishings, heaths, furze moors, wasts, Courts Leet, Courts Baron, profits of courts and leets, waifes &c., goods and chattels of felons and fugitives, and of felons of themselves, preheminences etc., to the intent that the said Jas. Jackson may be perfect tenant of the freehold of the said mannors &c., so that a common recovery may be brought against him in the names of the said John Messinger and Fr. Trapps.

Uses. As to the mannor of Rowcliffe to the use of Thomas Tanckred for life, charged after his death with an annuity of £150 to the said Judith if she survive him and there are no children, or an annuity of £120 if there are children.

As to the mannors of Genedale and Brampton to the use of the said Sir Thomas for life.

Remainder to John Messinger and Fr. Trapps for a term of five hundred years.

Remainder to trustees, Tho. Selby and Nicholas Wogan to preserve contingent remainders.

Subject to a strict settlement in tail male on children of the marriage, in default of issue to the use of John Messinger and Fr. Trapps for a term of six hundred years, then to the use of the children of the said Tho. Tanckred by any other wife, in default of issue male to the brothers of the said Sir Thomas, Charles, Walter, and Waldegrave and their heirs male.

Trusts of five hundred years time.

To raise £1,000 for the portion of Henaretta Tanckred, daughter of the said Sir Thomas, to be paid to her within three months after his decease, provided that if she receive the said portion of her father in his lifetime it shall not be raised.

To raise £1,000 to be paid to the executors of the said Sir Thomas for payment of his debts or as he shall appoint, and to raise any further sum not exceeding £1,500 to be paid as he shall appoint.

Of two hundred years time.

To raise £1,000 to be paid to the executors of Tho. Tanckred within six months after his decease; to raise portions for younger children: if but one younger son, £50 *per annum*; if more than one, £40 *per annum* each, to be paid at the Mannor House of Brampton.

If sons and daughters, to raise £1,500 for the portion of one daughter, £2,000 if more than one daughter.

If daughters and no sons, if one daughter, £2,000; if two, £2,000; if three, £3,000; if four or more, £4,000; and to allow for their maintenance until their portions become due if one daughter, £50 yearly; if two, £80; if three, £120; if four or more, £180.

Usual covenants against incumbrances except an annuity of £250 to the present Lady Tanckred, wife of the said Sir Thomas for her life.

Covenant for further assurance.

Power to the said Thomas, Charles, Walter and Waldegrave Tanckred to appoint part of the premisses not exceeding £120 in yearly value in trust for their respective wives.

Inrolled April 6, 1731.

Indenture January 9, 1730-31, Sir Thomas and Tho. Tanckred, 1.  
James Jackson, 2.

Lease for one year to found a grant of premises comprized in last lease.

Inrolled April 6, 1731.

Indenture November 11, 1720, Michael Waterhouse of Pontefract, gent<sup>a</sup>., and Rob. Frank of the same, Esq., 1.

The Rev. Nicholas Gouge, Rector of the Rectory of Gilling, 2.

Lease for one year to found a grant of a mess<sup>es</sup>. in South Ottrington in a close called the Through-gate, together with the said close and a close called the Little-toft; a close called the Great-toft; and closes called the Nether-slack, the Coat-thorne, the Moors, the Windmill-hill, and the Bridge-ingg; and also an orchard and croft lying behind a frontstead where a mess<sup>es</sup>. formerly stood in the town of South Ottrington, together with the said frontstead and other the appurtenances, with all houses, &c.

Inrolled July 19, 1731.

Indenture November 12, 1720, same parties.

RECITAL of conveyance by deed of feofment with livery, made June 6, 1623, by Rich. Talbot of Wood End, gent<sup>a</sup>., and John his son and heir to Darcy Washington of Adwick-on-the-Street, Walter Waddington of Pontefract, and Edw. Rolson of Bridlington, gent<sup>a</sup>., of certain premises to the use of the said John Talbot and his intended wife for their lives, then to his heirs male with several remainders over in tail, by virtue whereof the said John Talbot became seized of the premises in his demesne as of fee tail, and died seized thereof, and the said premisses descended to Michael Talbot his only son, who about the term of St. Michael in the fourteenth year of James II. [?] suffered a common recovery thereof with double voucher to the use of him and his heirs and died so seized thereof, and the premises descended to Geo. Trentham Talbot his son and heir, who, November 11, 1707, conveyed the same to the said Michael Waterhouse in fee, who, June 17, 1713, demised the same to the said Rob. Frank for nine hundred and ninety-nine years, defeazable on payment of certain sums of money: and to remove a doubt whether the estate tail and the several remainders over were effectually barred and docked by the common recovery suffered by the said Michael Talbot, there being no deed produced by which he had declared the uses thereof the said Michael Waterhouse and Geo. Trentham Talbot by lease and release of January 17 and 18, 1720, conveyed the premises to Henry Roper, gent<sup>a</sup>., to make him tenant to the precipe that a common recovery might be had of him, which common recovery was suffered, the said Rob. Frank being demandant, the said Henry Roper tenant to the precipe, and the said Michael Waterhouse and Geo. Trentham Talbot vouchees, and the uses thereof declared to be to the use of the said Rob. Frank and his heirs, and by limitation of the fee simple of the said premises to the said Rob. Frank the said term of nine hundred and ninety-nine years is merged and extinguished, and the said Rob. Frank become tenant in fee thereof.

WITNESSETH in consideration of £1,120 paid to the said Michael Waterhouse and Rob. Frank by the said Nicholas Gouge.

Grant by Michael Waterhouse and Rob. Frank of premises mentioned in last lease.

Usual covenants against incumbrances except rents, &c., due to the chief lord of whom the premises are holden in fee; covenant for further assurance within the space of seven years.

Inrolled July 19, 1731.



Indenture March 6, 1730-31, Geo. Meynell of Aldbrough, Esq., 1.  
John Mayes of the Freerage near Yarum, Esq., and Tho. Metcalfe of Richmond, Apothecary, 2.

RECITAL of settlement made by the said Geo. Meynell of his mannor, mess<sup>es</sup>, &c., on his marriage with Eliz<sup>th</sup>. Coxon his now wife, by which the said mannor, &c., is charged with several annuities, and that he is bound to pay several other annuities, and is indebted to several persons several sums of money, particularly to Marm. Tunstall of Wycliffe, Esq., £300 and interest.

WITNESSETH for the better securing the payment of all such annuities and all arrears thereof, as also for the more speedy and effectual payment of the said £300 and all other just debts of the said Geo. Meynell.

Grant by Geo. Meynell to John Mayes and Tho. Metcalfe of the Mannor of West Dalton and Dalton Ryall with its rights, &c.; the capital mess<sup>es</sup>. or chief mansion house at West Dalton; and the several mess<sup>es</sup>. in the possessions of John Robinson, Matthew Pattinson, Tho. Buckton, Will. Heslopp, Will. Elsdon, Edw. Butterfield, John Wilson, Chr. Heslopp, Tho. Nelson, Tho. Applegarth, Paul Maltus, Tho. Worthy, and Will. Chappelhow, with all outhouses, mines, quarries, moors, &c. for ninety-nine years if the said Geo. Meynell shall so long live.

Trusts: To pay the said Marm. Tunstall the clear yearly sum of £100 with such interest as shall be due until his said debt and all interest shall be fully paid: to pay all annual payments due by the said Geo. Meynell and all arrears thereof: to apply the residue of the rents, &c., after deduction of their own costs in payment of all principal money owing by the said Geo. Meynell to any persons whatsoever in what priority and in what proportions the said trustees shall think fit: and after the payment of all the said debts at the reasonable request and at the costs of the said Geo. Meynell, the said annuities being fully paid at the time of such request, to surrender and yield up the said mannor, &c., and the said term, or assign the same to the said Geo. Meynell, free from all incumbrances by them to be made in the interim, subject to such annuities as shall be then subsisting: and also to pay to the said Geo. Meynell all the rents, &c., which they shall respectively receive above what will be sufficient to pay the said sums. The said trustees not to be accountable for any of the trust money but what they shall actually receive, nor one for another, but each for himself, nor for any person with whom the said trust money shall chance to be lodged, nor for any person employed by them about the said trusts, nor for any of the trust money that shall happen to be lost without their wilful default.

Power to pay the said Geo. Meynell for the necessary subsistence of him and his family such a proportion of the rents as they shall think meet, such payments not to be deemed in the trustees a misapplication of the rents, &c.

Covenant for further assurance.

Inrolled July 26, 1731.

Indenture March 26, 1731, John Forster, late of Eppleby and now of Yarum, gent<sup>a</sup>., and Tho. Forster of Bernard Castle in the county of Durham, Chirurgeon, his eldest son and heir-apparent, 1.

Margery Wilkinson of Thorp Hall, widow and executrix of the last will of Chr. Wilkinson, late of Thorp Hall, gent<sup>a</sup>., 2.

Willey Reveley of Newby Wiske, Esq., 3.

RECITAL of grant by the said John and Tho. Forster unto Alexander Butler of Kirkland in the county of Lancaster and Will. Buckley of Winnington in the said county, Esquires, of the closes called Rafford-closes, Sumer-fields, and the Calfe-close, the residue of the lands and estate of the said John and Tho. Forster commonly called West Hartburne, in the parish of Middleton St. George in the county of Durham, formerly mortgaged to the said Chr. Wilkinson as security for payment of £330 due to him from the said John and Tho. Forster, and that there is now due to the said Margery Wilkinson upon the said security £330, all interest due for the same being paid.

WITNESSETH in consideration of £330 paid to the said Margery Wilkinson by the said Willey Reveley.

Grant by the said Margery Wilkinson, John and Tho. Forster of the said lands for the rest of the said term.

Power of redemption on payment by the said John and Tho. Forster of £330 and interest upon September 26th next.

Usual covenants against incumbrances a security formerly made of the said premises to Francis Tunstall, Esq., for the payment of £180 which by several assignments or other sufficient acts in law is become vested in Marm. Tunstall of Wycliffe, Esq., excepted; covenant for further assurance.

Inrolled July 26, 1731.

Indenture March 6, 1731, Geo. Meynell of Aldbrough, Esq., and Eliz<sup>th</sup>. his wife, daughter and heir of Geo. Cockson late of Old Elvett in or near the city of Durham, gent<sup>a</sup>., deceased, 1.

Tho. Metcalfe, 2.

John Mayes, 3.

RECITAL of grant by Anne Cockson widow of the said Geo. Cockson, the said Eliz<sup>th</sup>. Cockson, Thomas and Charles Cockson and Jas. Wass of the mess<sup>es</sup>. and farm called Bink House in the parish of Rombaldkirk (together with certain mess<sup>es</sup>., &c., at Colbighill in the county of Durham since sold and conveyed to Tho. Bolby of the city of Durham, gent<sup>l</sup>.) unto Solomon Wycliffe and the said Tho. Metcalfe in trust for securing all sums of money then due or to become due from the said Geo. Meynell to either of them, and subject thereunto in trust for the said Geo. Meynell and his heirs, and that the said Geo. Meynell hath paid them all moneys in any wise due from him to either of them, and the said Solomon Wycliffe is since dead.

WITNESSETH in consideration of £220 to the said Geo. Meynell paid by the said John Mayes.

Grant by the said George and Eliz<sup>th</sup>. Meynell and Tho. Metcalfe of the said premises.

Covenant against incumbrances, except the rents and service to the chief lord of the fee if any such there be; covenant for further assurance within ten years.

Inrolled July 6, 1731.

Indenture May 18, 1731, Jane Lund of the city of York, widow, and Tho. Beho of the said city, gent<sup>l</sup>., 1.

Peter Johnson of the same city, Esq., 2.

WITNESSETH in consideration of £60 paid by the said Peter to the said Jane and Thomas, and of the yearly payment hereby agreed to be paid by the said Peter to the said Jane for her life.

Grant by the said Jane Lund and Tho. Beho of an annuity of £26, payable to her for life out of several hereditaments in Heworth for her life.

Covenant by the said Peter Johnson to pay the said Jane Lund out of the said annuity £18 yearly, and to permit her to receive the next midsummer payment as before; covenants against incumbrances and for further assurance.

Inrolled October 5, 1731.

Indenture March 25, 1732, Will. Thompson of Rippon, Apothecary, 1.

Peter Blenkinsop of Leyburn, yeom<sup>n</sup>., 2.

Luke Raper of West Scafton in Coverdale, yeom<sup>n</sup>., 3.

Simon Jefferson of Raven Tofts in the parish of Rippon, gent<sup>l</sup>., 4.

RECITAL of grant by Geo. Foss and Peter and Jane Blenkinsop unto the said Will. Thompson of a close of meadow ground now in two inclosures in the township of Leyburn, four acres, and of a grant by the said Geo. Foss and Peter Blenkinsop in trust for the said Simon Jefferson, redeemable on payment of £220, and by non-payment of the said sum the legal estate of the said Will. Thompson in the said premises became absolute, and the said Peter Blenkinsop hath articulated with the said Luke Raper for the absolute sale of the said close.

WITNESSETH in consideration of £110. 15. to the said Will. Thompson and Simon Jefferson, paid by the said Luke Raper towards the satisfaction of the mortgages heretofore made of the premises.

Grant by the said Will. Thompson, Peter Blenkinsop, and Simon Jefferson of the said close.

Inrolled April 14, 1732.

Indenture March 25, 1732, Will. Thompson, 1.

Elizabeth and Hellen Wynn of Garriston, spinsters, 2.

Peter Blenkinsop, 3

Rich. Watson of Swinton Mill, gent<sup>l</sup>., 4.

Simon Jefferson, 5.

WITNESSETH in consideration of £70 to the said Elizabeth and Hellen Wynn, and of £120 to the said Peter Blenkinsop, paid by the said Rich. Watson.

Grant by the said Will. Thompson, Elizabeth and Hellen Wynn, and Peter Blenkinsop and Simon Jefferson (according to their several estates and interest therein), a mess<sup>g</sup>. in Leyburn, with a stable, garth, and garden; four closes called Cramp-hills, seven acres, with all houses, &c.

Power of redemption on payment by Peter Blenkinsop of £190 September 29th next.

Inrolled April 14, 1732.

Indenture January 15, 1731-32, Richard Hatton of Heworth, gent<sup>l</sup>., Stephen Hargrave of Kirton in the county of Lincoln, gent<sup>l</sup>., and Rich. Booth of the city of York, gent<sup>l</sup>., 1.

Peter Johnson of the said city, Esq., 2.

WITNESSETH in consideration of £67 to Rich. Hatton, £20 to Rich. Booth, and 1s. to Stephen Hargrave, by the said Peter Johnson paid.

Grant by the said Rich. Hatton, Stephen Hargrave, and Rich.

Booth, of a mess<sup>ce</sup>. or firmhold, barn, &c., and a garth adjoining called Pale-garth, with all buildings, &c., in Heworth.

Covenant by Rich. Hatton for further assurance, and for the performance of all the covenants herein contained he doth bind himself in the penal sum of £174.

Inrolled April 19, 1732.

Indenture March 24, 1731-32, Will. Thompson, Peter and Jane Blenkinsop, 1.

Chr. Wray of Leyburn, yeom<sup>r</sup>., and Jas. Wray, his son and heir, 2.

Lease for one year to found a grant of a close at Leyburn called Quarry-heads, two acres, with all ways, &c.

Inrolled April 19, 1732.

Indenture March 25, 1732, Will. Thompson, 1.

Peter and Jane Blenkinsop, 2.

Marmaduke Ripley of East Witton, Carpenter, 3.

Chr. Wray and Jas. Wray, 4.

WITNESSETH in consideration of £64 paid to the said Will. Thompson by the said Chr. Wray and Jas. Wray.

Grant by the said Will. Thompson and Peter and Jane Blenkinsop of the close mentioned in the last lease.

Covenant for further assurance.

Inrolled April 19, 1732.

Indenture March 24, 1731-32, Will. Thompson, Peter and Jane Blenkinsop, 1.

John Clarkson of Leyburne, Sadler, 2.

Lease for one year by the said Will. Thompson, Peter and Jane Blenkinsop, to found a grant of two pieces of ground lying in a field at Leyburne, called Great Normyre, five roods, and a close called Risebarr, three roods, with all ways, &c.

Inrolled April 19, 1732.

Indenture March 25, 1732, Will. Thompson, 1.

Peter and Jane Blenkinsop, 2.

Marm. Rippley, 3.

John Clarkson, 4.

WITNESSETH in consideration of £56. 10. paid to the said Will. Thompson by the said John Clarkson.

Grant by the said Will. Thompson and Peter and Jane Blenkinsop, of the premises comprised in the last lease.

Usual covenants against incumbrances, except the yearly rent of 2d. commonly called the King's rent ; covenant for further assurance.

Inrolled April 19, 1732.

Indenture April 25, 1732, Thos. Middleton, sen<sup>r</sup>., of Hollins *alias* Brantbury Grange, Esq., 1.

Rich. Nicholson, of Northallerton, gent<sup>r</sup>., 2.

RECITAL of mortgage on the premises mentioned below of £400 unto Willey Reveley, of Newby Wiske, Esq., as acting executor of the last will of Sir Hugh Smithson, late of Stanwick, and of an agreement for the absolute purchase of the said premises by the said Rich. Nicholson for £450, out of which the said mortgage debt is to be paid.

WITNESSETH in consideration of £400 to Willey Reveley, and of £50 to Tho. Middleton by the said Rich. Nicholson paid.

Grant by the said Tho. Middleton of the mess<sup>es</sup>. called Brantbury Grainge with an orchard garden, fold-garth and stack-garth; a close of arrable ground called the Springs, four acres; three little closes of pasture ground called Calfe-closes, seven acres; a close called Brantbury-hill, ten acres; a great close of pasture and arrable ground called Brantbury Moor with a lonning thereto adjoining, forty-four acres; and the sixth part of the meadows and forecropp of hay of a certain piece of ground called the Bishop-ings in the lordshipp of Foxton, all in the parish, mannor, &c. of Sigston with all houses, &c.

Usual covenants against encumbrances, except the rents and services to the chief lord of the fee and the said mortgage made to the said Sir Hugh Smithson and now vested in the said Willey Reveley; covenant for further assurance at any time within ten years.

Inrolled May 19, 1732.

Indenture July 26, 1732, John Lodge of Brompton-upon-Swale, gent<sup>r</sup>., son and heir of Anthony Lodge by Anne his wife who was sole daughter and heir of Mary Peirson of Brompton-upon-Swale, widow, deceased, 1.

Tho. Wycliffe of Gales, Esq., devisee of all the lands and tenements, and also executor of the last will, of Solomon Wycliffe, late of Gales, Esq., 2.

Bacon Morritt of the city of York, Esq., 3.

RECITAL of grant by the said John Lodge to the said Solomon Wycliffe of the third part of the mannor of Brompton-upon-Swale and the mess<sup>es</sup>. &c. hereafter mentioned in trust for securing all sums of money then due from John Lodge, and of the payment of the said sums by the said John Lodge to the said Solomon Wycliffe in his lifetime, or since his death to the said Tho. Wycliffe, and of agreement by the said Bacon Morritt for the absolute purchase of the said premises for £400.

WITNESSETH in consideration of the said sum paid to the said John Lodge by the said Bacon Morritt.

Grant by the said Tho. Wycliffe and the said John Lodge of the said third part of the said mannor; the mess<sup>es</sup>. or mansion house at Brompton-upon-Swale wherein Mary Peirson did inhabit, with the orchards, &c., and the closes of meadow and pasture ground called the Low-garth, Hunay, Gower-dyke, and Headland Spurnells, and a piece of meadow ground adjoining thereunto; two other closes called West-Spurnell and Spurnell-nuke; a close called Street-close, together about fourteen acres; a close called the Ox-close *alias* Farr-part, twelve acres; several parcels of arable land lying in the common townfields called Steeple-field, Waterfall-field and Briggfield as the same were heretofore set forth by meets and bounds, together four acres, and have been since inclosed and called Waterfall-new-close, and one acre and one rood which still remains uninclosed in the said Steeplefield, all which said premises were the estate and inheritance of the said Mary Peirson, now lawfully come to and vested in the said John Lodge; also the close called the Loaning, two acres; a close called the Cross-close, three acres; two closes called Farr-close, nine acres, which last mentioned premises were heretofore purchased by the said Anthony Lodge from one Will. Robinson; a close called Lyer-flatt or Kilburne's-pasture, six acres, purchased by the said Anthony Lodge from Christopher and Rich. Kilburne; a close of meadow ground called the Holne, two acres and a half purchased of John Jackson; a mess<sup>es</sup>. with a fold, orchard and croft purchased by the said Anne Lodge in her widowhood of Geo. Robinson and his son George, together with all houses, &c. courts, leet, &c.

USES: As to the said third part of the mannor and the mess<sup>es</sup>., &c. except the mess<sup>es</sup>. wherein the said Mary Peirson did formerly inhabit and the orchards &c. thereto belonging to the use of the said Bacon Morritt and his heirs; and as to the said excepted mess<sup>es</sup>. to the use of Dorothy Lodge, sister of the said John Lodge for life, and after her decease to the use of Bacon Morritt and his heirs.

Covenant for further assurance at any time within ten years.

Inrolled October 19, 1732.

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### BOOK E.

Indenture September 29, 1732, John Rooke of Hagworme Hills *alias* Quarrells in the parish of Dalby, yeom<sup>a</sup>., and Leonard Rooke of the same, 1.

Philip Sturdy of Scalton, gent<sup>a</sup>., 2.

John Close of Oulston, gent<sup>a</sup>., 3.

WITNESSETH in consideration of £120 paid to Philip Sturdy by John Close.

Grant by Philip Sturdy and John and Leonard Rooke of a mess<sup>ce</sup>., with a garth, an orchard, a garden, a close called the Close under the orchard, seven acres, also all that spring of wood and the spring or springs of water\* adjoining or belonging to the said last-mentioned close; a close lying next to the gate of the said mess<sup>ce</sup>., being part of a close called Leafields, four acres; a close called Leafield or Corn-close,†

\* The fortuitous conjunction of the phrases "spring of wood" and "spring or springs of water" in this particular instance, is by no means without its interest, almost even to the chance reader. Halliwell gives the word *Spring* with the definitions "Quick; a young wood; a young tree," adding "Still in use in Suffolk. The term was also applied to a single rod or sprig." And this again is in a measure illustrated by what Richardson's English Dictionary adduces as one of the significations of the noun *spring*, namely, "each shoot of vegetation, a plant shooting or germinating." The illustrative quotation affecting this is from Holland's Plinie (b. xvii. c. 21). "Now, these oilets are properly (in twigs or sets of trees) those buds called where the new *spring* first shooteth forth." But still we can hardly, at the present time, regard the word *spring* as signifying a wood—usually small and young in growth—in the light of a standard word; and possibly a few sentences from Professor Skeat's admirable Dictionary may not prove inapplicable. "The word to *spring* is frequently applied in M.E. poetry to the *leaping* forth of a *spark* from a blazing log of wood. We still say of a cricket-bat that is cracked or split, that it is *sprung*. Besides, the sense "to split, burst" is that of Icelandic *springa*. Derivatives are *spring* a leap, also the time when young shoots spring or rise out of the ground, also a source of water that wells up, a crack in a mast, &c."

† The alternative here—Leafield or Corn-close—is not without its significance. I am aware that, in dissenting from the usual signification for *Lea*, *Ley*, *Lay*, as given without qualification by the usual authorities in such matters—I have Skeat, Halliwell, Richardson, &c., open before me—viz., "a meadow," "meadow, pasture-grass land," I am laying myself open to animadversion. Still, my early recollections, as a native of the south of England, equally with my more mature knowledge of the sense of the word as continually used in this district two or three centuries ago, forbid me to assent to it. As a boy I was familiar with the terms "clover-ley," "oat-ley," which certainly did not mean either meadow or pasture properly so-called, and still less grass land: least of all, however, untilld land, which is taken to be the meaning of the Pr. Pm. "*Lay*, lond not telyd." And again, here in the north, I may venture to say that in the written description of lands sold in this place in the year 1656, I find first and last from eighty to a hundred field names depending in some form or other on this word *lea* or *ley*; and that, without an exception, as far as my knowledge extends, the names imply the very reverse of meadow or pasture or grass land, or uncultivated land. I hold that, in all the cases I refer to, the word *ley* implies not only cultivation, but cultivation for the purpose of growing corn. That is eminently true, of the Essex "clover-ley." The clover-seed had been sown among the springing corn of the year before. It had grown there and when the corn-crop had been cut and carted, was left to grow for the coming year, when, in its own order and turn it was cut, made into hay for the farming stock, and carted, and the land whence it had been removed was the *ley*; which again, in its due order and turn, was ploughed up and duly cultivated, probably, as was the wont then, made to bear a crop of beans. And just so, in this district, the *Leas*, *Leafields*, *Leeses*, and so on without end, were all closes which were anything rather than meadow, and only pastures in the sense



four acres ; a close called Cote-flatt, ten acres, all in Hagworm-hills *alias* Quarrells aforesaid between certain places called Well-field and Skewsby-lane, with all houses, &c.

Power of redemption on payment by John or Leonard Rooke to John Close of £120 and interest March 29th next.

Usual covenants against incumbrances ; covenant for further assurance.

Inrolled November 29, 1732.

In the name of God Amen, I Anthony Huntley of Shadforth in the county of Durham, yeom<sup>n</sup>., do make, publish and declare this to be my last will, &c. : *Imprimis* I do hereby give and devise unto my son Anthony Huntley, his heirs, &c., all my mess<sup>es</sup>., lands, &c., at Hunton and Hudswell or elsewhere in the county of York to hold to him and his heirs for ever, subject nevertheless and hereby charged with the payment of £100 to my son Ralph Huntley within twelve months next after my death ; item I give to my wife Mary Huntley all my mess<sup>es</sup>., &c., at Shadforth (which I hold by lease for twenty-one years from and under the Lord Bishop of Durham) for her life, and my will and pleaurè is, and I do direct that my said wife shall, out of the rents, &c., of the said premises, at the expiration of the first seven years and so from time to time as there shall be occasion, renew the lease thereof, and I hereby declare that the said premises devised as aforesaid are, and shall be taken to be in lieu, barr and recompense of any dower or title which she may have or claim to any of my lands, &c., in the said county of York ; and after the death of my said wife I give the said premises at Shadforth unto my two sons Thomas and John Huntley, equally to be divided between them as tenants in common and not as joynt tenants ; and I do hereby charge the said premises devised to my said son Anthony Huntley with the payment of £8 which I owe to Mr.

that, when the corn crops grown on them were removed, the cattle were let in to graze upon whatever herbage might be left. The meadows and pastures proper were in entirely different localities, namely, in the wild undivided launds, thwaites, or what not, common to it might be half a dozen or half a score, or (quite possibly) to twice or three times that number of farmers. It is not intended to deny that these closes or fields might and did from time to time, be, as we should express it now, "*laid* down to permanent grass." No doubt, that happened perpetually, and probably the term "*ley longe*," "*lee lande*" originates in that way. Prof. Skeat refers his readers to Mr. Way's note on the Pr. Pm. *Lay*, where nearly every example quoted really implies the occasional, if not the alternate, cultivation I contend for. One of these examples does this rather quaintly, for it is "*Ruricola*, a tyleare of leylonde," wherein the tillage is actually expressed ; just as it is implied in the quotations involving the word *selio*, which essentially denoted a division in the common arable field (or one of them) of the vill or township it belonged to ; which had its turn of lying fallow, of course, but was as regularly tilled in the ordinary rotation as the rest.

Jefferson ; item I give to my said three sons Thomas, John and Ralph all my household goods ; item I give to my two sons Thomas and John all my ready money, and such other sums of money which shall at the time of my death be due to me upon any security whatsoever, and all the rest of my personal estate not herein-before disposed of I give unto my said wife Mary Huntley, whom I hereby make executrix of this my last will, hereby revoking all former wills. Signed May 18, 1730.

Inrolled March 10, 1732-3.

Indenture October 9, 1732, Roger Strickland, late of Cattericke and now of Richmond, Esq., 1.

Wiley Reveley of Newby Wiske, Esq., 2.

RECITAL of an Indenture of mortgage of May 1, 1730, whereby the said Roger Strickland did demise certain mess<sup>es</sup>., &c., in Cattericke, unto the said Wiley Reveley for ninety-nine years as security for the repayment of £1,700, and for better securing the same (by virtue of a power to him reserved for charging the premises with any sum not exceeding £2,000 in his marriage settlement, dated March 19, 1725) did charge the said premises with the said sum, and of the further sum of £300 lent by the said Wiley Reveley to the said Roger Strickland.

WITNESSETH that the said Roger Strickland hath charged the said premises as well with the payment of the said £300 as with that of the said £1,700, to be paid April 9th next.

Covenant for further assurance.

Inrolled March 10, 1732-3.

Indenture January 1, 1732-3, the Right Hon. Thomas, Lord Viscount Fauconberg, Baron, and Lord of the Mannor of Yarme, 1.

Will. Clough of Yarme, master and marriner, and Elizabeth his wife, 2.

Isaac Sparke of Yarme, gent<sup>e</sup>., 3.

RECITAL that certain copyhold mess<sup>es</sup>. and premises were lately conveyed to the said Will. Clough as a freehold estate and thereby became forfeited to the said Lord Viscount as Lord of the Mannor, and that he hath at the particular request of the said Will. Clough and for enabling him to pay his just debts, consented under the yearly rents to him reserved to join with the said Will. Clough in making a title and estate thereof to a purchase, and that the said Isaac Sparke hath agreed with the said Will. Clough for the absolute purchase of the said premises for £341. 3.

WITNESSETH in consideration of the rents, &c. reserved to the said Lord Viscount and of the said sum paid to the said Will. Clough.

Grant by the said William and Eliz<sup>th</sup>. Clough of a mess<sup>rs</sup>. or dwelling-house and three mess<sup>rs</sup>. and other back buildings, outhouses, warehouses, granarys, garth and garden on the backside thereof, all in Yarme on the east side or row of the said town, with all houses, stables, cellars, shops, warehouses, granarys, &c.

The said Isaac Sparke to pay the said Lord Viscount 4s. 6d. yearly and to perform all such duties, suits and services to the said Lord Viscount and his courts and markets as are accustomed to be paid, &c., for the said premises.

Usual covenants against incumbrances except the rent and the services above mentioned; covenant for further assurance within twenty years.

WITNESSETH further.

Grant by the said Will. Clough of his pew or seat in the parish church of Yarme,\* being the fourth pew on the north side of the said church from the chancell, numbered or figured on the door thereof with the figure 91.

Inrolled April 3, 1733.

Indenture February 15, 1732-3, John Daile of Ugthorpe, yeom<sup>r</sup>., Rob. Daile of Ingatstone Hall in the county of Essex, gent<sup>r</sup>., eldest son and heir-apparent of the said John Daile and Dorothy his wife, 1.

Will. Rockcliffe of the parish of Martin, gent<sup>r</sup>., Charles Atkinson of the city of Yorke, Grocer, 2.

James Atkinson of Seaves in the parish of Bransby, gent<sup>r</sup>., 3.

WITNESSETH in consideration of a marriage already had between the said Rob. Daile and Dorothy his wife, and of £500 secured to be paid to the said Rob. Daile as the marriage portion of the said Dorothy by the said Jas. Atkinson her father.

Grant by the said John and Rob. Daile unto the said Will. Rockcliffe and Charles Atkinson of a mess<sup>rs</sup>. and garth on the backside thereof leading to Lance cowhouse; a close called the Croft on the south side of the said mess<sup>rs</sup>.; two closes called the Lawnes (now divided into three closes) with a wood adjoining and a beast-house therein or in one of them; four closes called the Lower Arthur-banks; two closes called the Broadfields, all in Ugthorpe, with all houses, &c.

Uses: To the use of the said Rob. Daile for life, remainder to trustees Will Rockcliffe and Charles Atkinson to preserve contingent

\* This is, perhaps, now of less local interest than it would—at least might—have been some score or so of years ago, when considerable alterations were made within the parish church of Yarm. Still, the facts of the disposition of the pew and of its actual identity are worth a passing note like this.

remainders, remainder to the said Dorothy for life, subject to a settlement on heirs male of the marriage, and in default of issue male to the daughters of the marriage as tenants in common and not as joint tenants, and their heirs, remainder to the right heirs of the said Rob. Daile.

Usual covenants against incumbrances; covenant for further assurance.

In case of the said Dorothy, after the death of her husband, claiming any dower or thirds out of any of his lands, &c., the use and estate herein limited to her to cease.

Inrolled July 10, 1733.

Indenture September 22, 1733, John Reynoldson of Laburn, Grocer, 1. Tho. Hardcastle of Masham, gent<sup>n</sup>., 2.

WITNESSETH in consideration of £100 paid to the said John Reynoldson.

Grant by the said John Reynoldson of a cottage; the moiety of a close called Appleby Garth, divided into two, one acre; that building which was formerly a mansion\* or dwelling-house, but is now converted into a malt-kiln, all in Layburne, with all houses, &c. for the term of nine hundred years.

Power of redemption by payment of £100 with legal interest by the said John Reynoldson.

Usual covenants against incumbrances except a yearly rent of 2s. out of the said cottage and moiety of the said close payable to the rectory of Wensley; covenant for further assurance.

Inrolled November 22, 1733.

Indenture April 5, 1734, Will. Stangoe of Ugthorp in the parish of Lyth, yeom<sup>n</sup>., who was only son and heir of John Stangoe, late of Hugthorp, yeom<sup>n</sup>., deceased, 1.

\* Our first thought—at least, our second—on noting this expression, no doubt will be that we have here an instance of the use of the word employed precisely identical with rather than only parallel to the use of the same word in the sentence "In my Father's house are many mansions." It is well to bear this meaning in mind, as also that of a nearly connected word, namely *manerium*, often used in the ordinary form of "manor" and, as to its meaning, confused with the very indefinite sense often associated with that term. As Sir F. Pollock well remarks (Oxford Lectures, p. 128), "It is certain that down to the fourteenth century the word 'manerium' did not convey the same meaning that 'manor' does to a modern lawyer. It was rather the principal house of the estate, the capital 'messuage' of later conveyancers. The word describes a material building having a definite situation. A *manerium* had doors or gates; it might be in good or in bad repair; it might be burnt down." Ignorant or careless writers, especially on matters of local history, are perpetually blundering over the varying ideas comprehended in the word "manor," not allowing for any difference such as that just noticed, or even for that involved, in so many instances, in the Domesday application of the word.

John Jefferson of Staiths in the parish of Hinderwell, master and marriner, 2.

WITNESSETH in consideration of £153.3. paid by the said John Jefferson.

Grant by the said Will. Stangoe of a mess<sup>es</sup>. and all the ceileing\* and partitions therein, yards, garths and gardens; two closes called West-croft and Middle-croft, all in Hugthorpe, with all houses, &c. Usual covenants against incumbrances except rents and services due to the chief lord of the fee; covenant for further assurance.

Inrolled July 18, 1734.

Indenture April 27, 1734, Marmaduke Lawson of Moorby, Esq., 1. Jane Palmes of the city of York, widow and also devise of the last will of Marm. Palmes, late of Hutton Grainge, gent<sup>n</sup>., 2.

Marm. Palmes, of the said city, gent<sup>n</sup>., eldest son and heir of the said Marm. Palmes, deceased, 3.

Tho. Grimstan, sen<sup>r</sup>., of the said city, Esq., 4.

Lengues Boldero of Staples Inn, London, gent<sup>n</sup>., 5.

Heneage Dering, Doctor of Law, Dean of the Collegiate Church of Saint Wilfrid in Rippon, 6.

WITNESSETH for barring all estates tayl and all remainders there-upon expectant.

Grant by the said Marm. Lawson, Jane and Marm. Palmes of all their mess<sup>es</sup>., farms, &c., in Hutton-upon-Wiske, otherwise Hutton Bonville, with all houses, &c., to the said Lengues Boldero, in order that he may become good and perfect tenant of the freehold of all the said premises against whom a common recovery with treble voucher may be had.

Inrolled September 27, 1734.

Indenture September 13, 1734, Marm. Lawson, Jane and Marm. Palmes, Tho. Grimston, 1.

Tho. Markham of Claxby in the county of Lincoln, Esq., 2.

Heneage Dering, 3.

WITNESSETH in consideration of £800 paid by the said Heneage Dering to the said Jane and Marm. Palmes.

\* It is at once obvious that this word is used in a sense varying from that in which it is currently used in our everyday intercourse with people. Professor Skeat, in an interesting and instructive illustration of the verb to *ceil*, notices that "the verb to *syle* meant at first to canopy, to hang with canopies, as in 'All the tente within was *syled* with cloth of gold and blew velvet.' The word was afterwards extended so as to include the notion of covering with side-hangings, and even to that of *providing with wainscotting or flooring*." With this statement in our mind we have no difficulty in conceiving the nature of the "ceileing" which, with the partitions in the messuage granted, was granted also in like manner with the messuage itself.

Grant by the said Tho. Markham and Marm. Palmes of the premises mentioned in the last indenture unto the said Marm. Lawson to hold the same to the use of the said Heneage Dering for one thousand years, after the expiration of the said term to the use of the said Marm. Lawson.

Covenant against incumbrances.

Inrolled September 27, 1734.

Indenture June 15, 1734, Joseph Carpue of the parish of St. Clement Danes, in the county of Middlesex, Cordwainer, and Elizabeth his wife, Cuthbert Hodgson of Stockton in the county of Durham, Plumber, John Hodgson of the parish of St. Paul, Covent Garden, in the said county of Middlesex, Perriwig-maker, John Hodgson of Biggin House, yeom<sup>a</sup>., and Jane his wife, Ann Hodgson of Bell House in the county of Essex, spinster, and Mary Hodgson of . . . spinster, 1.

Ann Hodgson of Ugthorpe, widow of Will. Hodgson, master and marriner, 2.

John Maire and Tho. Smith both of Gray's Inn, gent<sup>a</sup>., 3.

Cuthbert Hodgson of Whitby, gent<sup>a</sup>. and Chr. Simpson of Hunt House, malster, 4.

RECITAL of the purchase by the said Elizabeth some time ago before her intermarriage with the said Joseph Carpue from her brothers and sisters, Cuthbert, William, John, Jane, Ann, and Mary Hodgson of a mess<sup>es</sup>. called Law-Hall House and a close to which she and her said brothers and sisters were all equally intituled, and also of a mess<sup>es</sup>. called Franklands House with a garth, whereupon her said brothers and sisters did execute Indentures of lease and release and did covenant for further assurance ; and of a contract by the said Ann Hodgson, widow, for the absolute purchase of the said mess<sup>es</sup>. for £180.

WITNESSETH in consideration of £180 paid by the said Ann Hodgson to the said Joseph and Eliz<sup>th</sup>. Carpue.

Covenant by the said Joseph and Eliz<sup>th</sup>. Carpue, Cuthbert Hodgson, John Hodgson and Jane his wife, John, Ann, and Mary Hodgson, to levy a fine *sur connissance de droit* unto the said John Maire and Tho. Smith of the mess<sup>es</sup>., with the garth and close, three acres, called Franklands House, and of the mess<sup>es</sup>. called Lawhall House with the close called the Toft or Croft, three acres, both in Ugthorpe for three hundred years to the use of the said Cuthbert Hodgson of Whitby and Chr. Simpson subject to the term to the use of the said Ann Hodgson for life, after her death to the use of Will. Hodgson her son for life.

TRUSTS to raise £60 and interest at 5 per cent. for the daughter or daughters, younger son or sons of the said Ann Hodgson to be paid as she shall direct, and in default of such direction to be divided equally

amongst them, and if there be but one daughter or one younger son living at the time of her death the whole £60 to be paid to such only daughter or younger son.

Usual covenants against incumbrances; covenant for further assurance.

Inrolled November 6, 1734.

In the name of God Amen, I John Barker of Coxwold, yeom<sup>n</sup>., do make &c. this to be my last will : first of all I do hereby give and devise unto my dearly beloved wife Margaret Barker, her heirs and assigns my mess<sup>es</sup>. or cottage house in Easingwold with a garth, stable,\* and all other hereditaments to hold to her and her heirs for ever ; and lastly I do further give and bequeath unto my said wife all my goods and personal estate and do hereby make her sole executrix of this my last will. Signed May 22, 1734.

Inrolled November 6, 1734.

Indenture November 27, 1734, Will. Thornbrough of Sellside in the county of Westmorland, Esq., and Mary his wife, Francis Thornbrough of Leyburn, Esq., his eldest son and heir, 1.

Catherine Sudell of Wanlass Park in the county of York, spinster, 2.

Will. Radcliff of Hatton Garden in the county of Middlesex, gent<sup>n</sup>., Tho. Barnard of Lincoln's Inn in the said county, gent<sup>n</sup>., 3.

Simon Scroop of Danby, Esq., Leonard Hartley of Middleton Tyas, Esq., Will. Sudell, jun<sup>r</sup>., of Wanlas Park, Esq., Tho. Strickland of Syton in the county of Westmorland, Esq., 4.

RECITAL of an intended marriage between the said Fr. Thornbrough and Catherine Sudell.

WITNESSETH in consideration of the said intended marriage ; and of £700 by the said Catherine to the said Fr. Thornbrough paid ; and of £200 paid by the said Will. Suddell, uncle to the said Catherine, as her marriage portion.

Grant by the said Will. Thornbrough, Mary his wife, and Fr. Thornbrough to the said Will. Radcliff and Tho. Barnard of the capital mess<sup>es</sup>. or mannor house called Leyburn Hall and all the demesne lands, and all lands, common of pasture and turbary, woods, &c., the several closes called the High Stubbins, the Low Stubbins, Chappell Hall, Risebar, Coat-Walls, Back Parchridue, a piece of ground called . . . . Flatt Nilefords Highfields, Hill-close, Well-close, East-pasture, Normire, Kirbers, Millhill, The Cramp [?], and half a rood in the common of Normire ; the mess<sup>es</sup>. and a farmhold called Allans Farm ; the closes called Law-Closes in Harnby and Law-Closes in Leyburn,

\* Skeat explains this word by "a pool, a tank," and adds "a doublet of *tank*, of which it is a fuller form. Once a common word." It is of very frequent occurrence in mediæval writings under the form *staynum*, and stands for any artificial "head of water" or pool ; e.g., a mill-dam, a fish-pond, a quasi-reservoir, &c.

the close called Law-Wood and half an acre in a close called Swarthingholme ; a mess<sup>rs</sup>. and farmhold with all lands, &c. ; the several closes called the Crabtree, Lanmure, Shall and Tallow Bank ; the mess<sup>rs</sup>. or farmhold called Blenkinsop Farm ; a close called the Low-close ; and four mess<sup>rs</sup>., all in Leyburn in the parish of Wensley ; also the capital mess<sup>rs</sup>. or mansion house called Sellside Hall in Sellside in the county of Westmorland ; the Water Gristmilne and Kilne of Sellside ; the demesne lands in Sellside called the Hall Croft, New-closes, Hay-close, Brackenrig, now divided into two, Millmire, Millhag, Godman Bank, now divided into three, Little Bank, Far Bank, Hall-Mosse, The Hills and a parcel of ground lying between the milne and kilne and the paddock behind the barn ; the capital mess<sup>rs</sup>. or mansion house called Whitwell Hall in Whitwell in Westmorland with its rights, &c., together with several closes called the Chappell-close, Lang High Parker, Tentar Bull-road-close, Underwills, Birket-lands, Little Chappell-mire, Great Chappell-mire, Great Bracken-bank, Little Shapscroft, The Barn-mire, Oldwalls, Great Crackcow Lime-kilne, Crakcow, Little Crakcow, the two closes called Great and Little Patterdale in Skelsmergh in Westmorland ; the mess<sup>rs</sup>. called Adam's in Whitwell ; the closes called Little Brackenbank, Whithes, Great Shapscroft-kilne, Butt-Adam-croft, Black-close, High-close, Bracken-Brow and Scraggs Underneath ; also several rents to wit : one mosse rent of 5s. 10d. out of the estate called Garnett-folds ; a customary finable rent of 2s. out of the estate of Geo. Hall, both in Skelsmergh.

USES as to the lands in Leyburn and Harnby : to the use of Fr. Thornbrough for life ; remainder subject to an annuity of £70 to the said Catherine, remainder subject to the said annuity to Simon Scroop, Leonard Hartley, Will. Sudell and Tho. Strickland for five hundred years.

After determination thereof to Fr. Thornbrough, his heirs and assigns.

TRUSTS of the said term of five hundred years.

To raise portions for younger children : if one younger child £700, if two or more £900, if three or more £1,000, together with interest at 4 per cent.

As to the premises in Sellside, Whitwell and Skelsmergh to the said Will. Thornbrough for life ; as to the premises in Sellside after his decease to Mary his wife for life, together with an annuity of £10 charged on the said premises in Whitwell.

Remainder to Fr. Thornbrough for life, remainder to trustees, Simon Scroop, Leonard Hartley, Will. Sudell and Tho. Strickland to preserve contingent remainders, subject to a strict settlement in tail male on children of the marriage, in default of issue male to the heirs male of



the said Fr. Thornbrough by any other wife, in default of issue male to Geo. Thornbrough, brother of Fr. Thornbrough for life, and to his heirs in tail male, in default of issue to the right heirs of the said Will. Thornbrough.

Power to Will. Thornbrough, Mary his wife and Francis and Geo. Thornbrough to lease.

Inrolled January 28, 1734-5.

Indenture February 27, 1734-5, Geo. Anderson of Gales, gent<sup>n</sup>., eldest son and heir of Trinians Anderson, late of Gales, Henry Witham of Cliff, Esq., eldest son and heir of Will. Witham, who was eldest son and heir of John Witham, late of Cliff, Esq., deceased, Mary Millwood of Alton in the county of Strafford, widow, only sister and heir of Solomon Wycliffe, late of Gales, Esq., deceased, 1.

John Wastell of Ainderby Steeple, Esq., 2.

Lease for one year to found a grant of several closes called West Hartley, nine acres; Whit-flatts, eleven acres, Staney Bottoms, seven acres, Two-ings, twenty-four acres, Craikeburrys, forty-seven acres, all in Dalton Travers *alias* Gales, with all houses, &c.

Inrolled March 23, 1734-5.

Indenture February 28, 1734-5, Geo. Anderson, 1.

Henry Witham and Mary Millwood, 2.

John Wastell, 3.

WITNESSETH in consideration of £500 paid by the said John Wastell to the said Geo. Anderson.

Grant by the said Geo. Anderson and Henry Witham of the premises comprised in the last lease.

Power of redemption on payment of £500 and interest at 4½ per cent.

Usual covenants against incumbrances; covenant for further assurance.

Inrolled March 23, 1734-5.

Indenture December 16, 1734, Tho. Cholmeley of Brandsby, Esq., 1.

The Hon. Charles Fairfax of Gilling, Esq., Cuthbert Constable of Burton Constable, Esq., 2.

Francis Cholmeley, younger son of the said Tho. Cholmeley, 3.

RECITAL of a proviso contained in the settlement made of his manners, &c., by the said Tho. Cholmeley on his marriage with Ann Plompton empowering him to charge the said premises for the benefit of his daughters and younger sons with an annuity not exceeding £40 apiece for each such son, or any sum not exceeding £300 in lieu thereof, and with

£2,000 for the portion of an only daughter, or a sum not exceeding £1,000 apiece if more than one daughter; and the said Tho. Cholmeley having issue two sons, Tho. Cholmeley his eldest son and the said Fr. Cholmeley, and six daughters: Margaret, Ann the wife of Tho. Mitchell of Newbrough, gent<sup>n</sup>., Ursula, Barbara, Alatheia, and Lucy, and having paid his said daughter Ann the full portion she was to have and to his said daughter Margaret a part of her portion.

WITNESSETH for making provision for his said younger son and such of his daughters as are not already wholly provided for.

Grant by Tho. Cholmeley to Charles Fairfax and Cuthbert Constable of the mannors of Bransby and Steersby and all the mess<sup>es</sup>., &c., miln, warrens, &c. (except the capital mess<sup>es</sup>. called Bransby Hall with the barns, stables, &c.), for the term of two hundred years.

TRUSTS: to raise £200 for the said Margaret to make up her portion, and £500 apiece for the said Ursula, Barbara, Alatheia and Lucy, and an annuity of £40 to the said Francis.

Inrolled April 14, 1735.

Indenture August 9, 1735, Will. Williamson of Newton Morrell, in the parish of Barton St. Cuthbert, yeom<sup>n</sup>., 1.

Will. Taylor, sen<sup>r</sup>., of Brompton-upon-Swale, yeom<sup>n</sup>., 2.

Cuthbert Wattson of Eggscliff in the county pallatine of Durham, 3.

WITNESSETH in consideration of £150 paid by the said Cuthbert Watson to the said Will. Williamson.

Grant by the said Will. Williamson and Will. Taylor of four closes called Downfields; a close called Well-close; a close called Harkerdale, six riggs\* or parcels of ground lying in the middle of a close called Bell-close, all in Barton St. Cuthbert, with all buildings, &c.

Power of redemption by payment of £150 and interest at 5 *per cent*.

Usual covenants against incumbrances; covenant for further assurance.

Inrolled December 9, 1735.

Indenture September 26, 1735, John Hodgson of Leeshead in the parish of Whitby, yeom<sup>n</sup>., 1.

Sarah Saunderson of Comondale in the parish of Guisbrough, widow, 2.

WITNESSETH in consideration of £380 paid by the said Sarah Saunderson.

\* Otherwise "lands," "seliones," "dales" or "dels," "acres," or what not, denoting the old divisional portions of parcels of land set out in the Common-field of the Township.

Grant by the said John Hodgson of the farm in Ugthorpe in the parish of Lyth, formerly called the New Erected Dwelling-house or Fire-house,\* and the barn called the High Barn; the closes called the Low Nunside and the Nunside Wood, the Priest-capp, the Biggin-house,† New-close, otherwise the Intack, also the close formerly a part of the New-close; the moiety of the close called High Calfe-close together with all houses, &c.

Inrolled December 9, 1735.

Indenture December 13, 1735, John Kilvington, late of the city of York, but now of Gate Fouford,‡ gent<sup>n</sup>., John Mayer, of the said city, gent<sup>n</sup>., 1.

Tho. Newsome, of Staple Inn, London, gent<sup>n</sup>., 2.

Tho. Empson of the said city of York, Esq., 3.

WITNESSETH in consideration of £2,200 paid by the said Tho. Empson.

Grant by the said John Kilvington and John Mayer of the capital mess<sup>es</sup>. or mansion house with the barn, stable and other buildings and the croft called Pond Garth; the close called Paradise-close; five closes called Swan-closes; and the other closes and parcells of ground called Hemp-lands;§ the other grounds belonging the said John Kilvington lying near the said five closes; the other closes called the New-moors; the other closes called New-moorheads; six cattlegates upon the pasture called Cow-moor which pasture contains forty such gates together with six-fortieth shares of the soil and ground|| thereof,

\* The matter involved in this term is one which has occupied my mind for several months past, and still I have hardly succeeded in working it out to my own complete satisfaction. It is, I think, one of no little interest as connected with the housing of the agricultural classes in late mediæval and sixteenth and early seventeenth-century times, and the slow progressive development of domestic comfort if not refinement. The association is very closely with the matters referred to at pp. 23-26 of my recently-published volume, "Forty Years in a Moorland Parish," and I am not without hope that before the publication of the present volume I shall be in a position to throw more light upon the general subject. [See 3rd Edition, Appendix H.]

† These names, Nunside, Priest-capp (the meaning of which is doubtful), and Biggin-house, all involve matter of history. Considerable grants in the place concerned (Ugthorpe) were made to Guisborough Priory, and lesser gifts bestowed on one of the local Priors for female recluses, or Nunneries. There is reason to conclude that the place last-named had belonged to Guisborough.

‡ Fulford.

§ A reminiscence of the onetime practice of setting apart a given portion of land for the continued production, year after year, of one given or specified crop. In like manner line-lands, wheat-lands, oat-lands or haver-lands, barley-lands, bean-lands, pease-lands are met with in old and mediæval records connected with almost every part of this district.

|| This again involves the survival of late mediæval usages or customary practices which in effect have fallen out of memory as well as force. Perhaps the best illustration

all in Heworth, for the better confirmation of the mortgage and securities made of the said premises to the said John Mayer for better securing to him out of the said purchase-money in the first place what is and shall be due to him thereupon, and subject thereunto to the use of the said Tho. Empson for ever absolutely without any redemption upon his paying to the said John Kilvington the surplus of the said purchase-money remaining after the payment of what shall be due to the said John Mayer.

Inrolled January 13, 1735-6, Nich. Gouge, Henry Frankland, Clerk of the Peace.

In the name of God Amen, I Ralph Bell of Sowerby in the parish of Thirsk, Esq., being of perfect mind and memory do make this my last will : First I give my soul to God that gave it, and my body to be buried in the churchyard of Thirske near my relations, and as to all my manners, &c., and real estate whether in possession or reversion and all my leasehold estate for life or lives or for years (except the house in Sowerby I now live in which my wife shall have for all the term of years that shall be to come at my decease) I do give, devise and dispose of the same in manner &c. : first I give and bequeath unto my loving wife Rachell Bell all my household goods, linnen, bedding, plate, jewells, apparell, and all the furniture, goods, utensils and stock which I shall have in my dwelling-house at Sowerby and outhouses, and all the furniture and utensils in my gardens, and my coach-chaise and horses, and all my other horses, beasts and stock of cattle or sheep that shall be upon any grounds in my possession at the time of my decease ; and I do moreover give unto my said loving wife £100 to be paid her within six months after my decease : item, I give &c. unto the said Rachell Bell my loving wife an annuity of £200 out of my real estate for her life in lieu and satisfaction of her jointure : item, I give to my brother John Bell an annuity of £50 for his life, nevertheless under this

I can give may be afforded by a reference to a former award, dating in the last quarter of last century, in virtue of which the soil and ground of a certain common pasture in this parish was apportioned among the holders of common rights therein. These rights involved the pasturage of so many cows or beasts, in other words, so many cattlegates, the right to take brushwood for making or repairing fences, so many days or so many "swaiths" of mowing, &c. The total extent to be divided was just under 200 acres, and the number of right-holders was 19. One freeholder's share amounted to about 46½ acres, another's to 36 acres, the next largest share being 17 acres ; while several were between 3 and 4, and one as low as 1¼. My conclusion, from the means of information available to me, is that, at the least, in this parish only, 1,000 acres have in this way been apportioned and divided up among members of the freeholders' body since 1656, becoming from the completion of the division their absolute freehold property. The process through which this became possible is too long to explain here.

proviso that if my said brother do upon any accompt contradict or oppose this my last will or give any trouble or disturbance to my said loving wife, or to my nephew Ralph Consett in the peaceable enjoyment of what I herein give to them respectively, then the said annuity given to my said brother shall cease, &c. : item, I give unto my sister Consitt children, my sister Denison's children, and my sister Gaskell's children which shall be living at the time of my decease, to each of them £100 apiece: item, I give, &c. to my nephew Ralph Consett of Thirske, gent<sup>r</sup>., and his heirs my mannor of Thirske and all other my mannors &c. and real estate whatsoever, and also my leasehold estates whether for life or &c. (my said dwelling-house only excepted), and all other my estates both real and personall whether in possession, reversion or remainder, to have and to hold to him, his heirs, &c. for ever, charged with the said annuities: and my will also is, and I do hereby further order that my said nephew Ralph Consett procure an Act of Parliament to change his surname of Consett to that of Bell, and write and use that name in a constant way after my decease: and I do make and appoint my said nephew the sole executor of this my last will, hereby revoking all other wills heretofore by me made, declaring this to be my last will whereunto I have put my hand and seal this 19th day of May, 1731.

I Ralph Bell do hereby republish, ratify and confirm this my last will, and my mind and will is that my nephew Ralph Consett shall have and enjoy to him and his heirs for ever all the lands, &c. which I have purchased since the making of my said will as well as what by my said will I have before given to him, as witness my hand this 24th day of March Anno Dni. 1731-2.

Whereas by my last will dated May 19, 1731, I have given unto Rachell Bell my loving wife (among other things) an annuity of £200 out of my real estate for life: now I considering that my circumstances are altered since the making of my said will whereby I am enabled to make a further and better provision for her maintenance as my widow, I Ralph Bell do therefore by this my codicill annexed to my said will (and which I desire may be taken as part thereof) give, &c. to my said loving wife over and above the said annuity another annuity of £150 to be paid out of my said real estate. In witness whereof I have hereunto put my hand and seal the 2nd day of June, 1733.

Inrolled February 10, 1735-6.

Indenture March 27, 1736, Tho. Salvin of Easingwold, Esq., 1.  
Hugh Bethell of Swinden, Esq., 2.

WITNESSETH in consideration of £60 paid by the said Hugh Bethell.

Grant by the said Tho. Salvin of a close called Crankley, in Easingwold, thirty acres, with all ways, waters, &c.

Covenant for further assurance within ten years.

Inrolled April 15, 1736, and allowed of by us, Tho. Robinson, Henry Frankland.

Indenture March 25, 1736, Tho. Empson of the city of York, Esq., 1.

Peter Johnson of the same city, Esq., 2.

WITNESSETH in consideration of £2,200 paid by the said Peter Johnson.

Grant by the said Tho. Empson of the premises at Heworth mentioned in the lease p. 131.

Covenant against incumbrances.

Inrolled April 15, 1736.

Indenture March 23, 1735-6, James Atkinson of Sieves in the parish of Bransby, gent<sup>l</sup>., and Elizabeth his wife, 1.

Henry Thompson, of Kirby Hall, Esq., 2.

WITNESSETH in consideration of £420 paid by the said Henry Thompson.

Grant by the said Jas. and Elizabeth Atkinson of the mess<sup>rs</sup>. in Bransby, several closes farmed with the said mess<sup>rs</sup>., that is to say, eleven closes called the Downwood-chears otherwise Four-chears; \* a close called Half-chear containing by estimation six days' mowing.

Inrolled April 15, 1736.

Barrett

Easter term, 1735, Roll 343.

Geo. Robinson, late of Bedale, gent<sup>l</sup>., was summoned to answer to Tho. Walburn of a plea that he render to him £136 which he oweth to, and unjustly deteineth from, him, and so forth, and whereupon the same

\* This is an application of a well-known term previously unknown to me. Skeat gives "char, a turn of work. Also *chare*; 'and does the meanest *chares*.' . . . M.E. *cherr*, *chearr*, *cher*, *char*. It means (1) a time or turn; (2) a turning about; (3) a movement; (4) a piece or turn of work," with a good many references to correlated Teutonic words. We have the perfectly analogous and exceedingly common expression in this district "to do one's own turns." I have repeatedly heard it applied in the case of old or failing people:—he (or she) is still able "to do his (or her) ain to'nns"; but we do not make much use of the word *char* or *chare* in any form, and it is not altogether easy to explain the transition of idea which led on to its application in the term employed in the text—a fact which perhaps makes the occurrence of the word only the more interesting. The definition of a 'half-chear' in the final paragraph, limiting it to six days' mowing, is not without its significance or bearing upon the question, and perhaps gives some sort of clue to the particular which principally led to the use of the word, inasmuch as it more than possibly suggests the number of "days'-works" concerned in the chear, "days'-works" being a quite customary term used in the same connection.

Thomas by Edw. Carter his attorney saith that whereas the aforesaid George, April 15, 1735, at Bedale, by his certain writing obligatory had acknowledged himself to be holden to the same Thomas in the aforesaid £136 to be paid unto the same Thomas when he should be thereunto required, nevertheless altho' often required the said £136 to the same Thomas hath not yet rendered, but to render them to him he hath hitherto refused and still doth refuse, whereupon he saith that he is injured and hath damage to the value of £20 and therefore bringeth suit and so forth, and he produceth here in Court the writing aforesaid which testifyeth the debt aforesaid, and the aforesaid George by John Thompson his attorney cometh and defendeth the force and injury, and the same attorney saith that he is not informed by the same George his clyent of any answer for the same George to the aforesaid Thomas in the plaint to be given, and he saith nothing else thereunto, whereby the same Thomas remaineth undefended therein against the aforesaid George: therefore it is considered that the aforesaid Thomas do recover against the aforesaid George his debt aforesaid and his damage by reason of the detainer of that debt to 50s. to the same Thomas of his assent by the Court here adjudged, and the aforesaid George in mercy and so forth.

Indenture December 8, 1735, James Dobson of Eppleby, gent<sup>a</sup>., 1.  
Will. Garmonsway in the county of Durham, gent<sup>a</sup>., 2.

WITNESSETH in consideration of £100 paid by the said Will Garmonsway.

Grant by the said Jas. Dobson of a close called the Summer-close, twenty acres; a close of pasture ground called the Brecken-holm, four acres, in Eppleby with all ways, &c.

Power of redemption by payment of £100 and interest at 5 per cent. June 8 next.

Usual covenants against incumbrances; covenant for further assurance.

Inrolled August 2, 1736, and allowed of by us, Tho. Robinson, Ja. Preston, Clerk of the Peace.

Indenture March 5, 1735-6, Michael Sturdy of Gilling, yeom<sup>a</sup>., eldest son and heir of Jordan Sturdy, late of Humble-close House in the township of Farlington, yeom<sup>a</sup>., deceased, 1.

John Henderson of Nunnington, carpenter, 2.

WITNESSETH in consideration of £100 paid by the said John Henderson.

Grant by the said Michael Sturdy of the mess<sup>rs</sup>. called Humble-close House; the several closes called the High-close, the two Bring-leazes, the Newlaid-Close, the Three-pastures and the Little

Hill, in Farlington in the parish of Sheriff Hutton, with all houses, &c. for the term of one thousand years.

Power of redemption by payment of £100 and interest September 5 next.

Usual covenants against incumbrances; covenant for further assurance.

Inrolled September 30, 1736.

Indenture May 7, 1736, Geo. Robinson of Beedale, gent<sup>n</sup>, 1.

Tho. Askwith of Aiskew, maltster, 2.

RECITAL of a grant made March 9, 1702 unto Geo. Robinson of Beedall, Blacksmith, father of the said Geo. Robinson of two closes in Aiskew called Sandfields, containing five acres for two thousand eight hundred and eighty years under the yearly rent of 1s. to Rich. Pearse, Esq.; and of the death of the said Geo. Robinson the father without making a will, since whose death letters of administration of his goods, rights, credits and chattells were granted by the Ecclesiastical Court of the Archdeaconry of Richmond in the diocese of Chester unto the said Geo. Robinson, by force whereof he is become intituled to the said two closes for the remainder of the said term.

WITNESSETH in consideration of £30 paid by the said Tho. Askwith.

Grant by the said Geo. Robinson of the said close for the residue of the said term.

Covenant for further assurance; covenant against incumbrances, except the said yearly rent.

Power of redemption on payment of £30 and interest May 6 next.

Inrolled September 30, 1736.

Indenture June 7, 1736, Francis Wilson of Askrigg, surgeon, and Ann his wife sister,\* devisee and sole executrix in the last will of Chr. Walker, late of Askrigg, deceased, yeom<sup>n</sup>, 1.

Will. Janson of Leyburn, gent<sup>n</sup>, 2.

Eliz<sup>th</sup>. Janson of the same, spinster, 3.

WITNESSETH in consideration of £50 paid by the said Eliz<sup>th</sup>. Janson.

Grant by the said Fr. and Ann Wilson of two closes in Dale Grainge called Buterries† or Mathew Blyth's buterries; a close called burterries,† or John Guy's burterries with a cattlegate or cowgate in Grainge

\* This is but the customary suppression, peculiar to some parts of N. Yorkshire, of the possessival s, and stands for "wife's sister." I have continually heard, and not among the very poorly educated only, such expressions as "men hats," "bird nest," "boy jacket," &c. But see Indenture p. 140, wherein Ann is Wilson's wife.

† This is only a corruption of *butrer*, the common name for the elder (*Sambucus*)



Gill or Spen to the same belonging with all ways &c. from forty years to forty years for ever.

Usual covenants against incumbrances ; covenant for further assurance.

Power of redemption on payment of £50 and interest December 7 next.

Inrolled September 30, 1736.

Indenture June 22, 1736, Rich. Aspinwall of Aldbrough in the parish of St. John, gent<sup>n</sup>., 1.

Rob. Barton of Scarisbrick, in the county of Lancaster, yeom<sup>n</sup>., 2.

RECITAL of a bond wherein the said Rich. Aspinwall was bound unto the said Rob. Barton in the penal sum of £100 for the payment of £50 ; the said principal sum of £50, and interest for the same from June 9, 1734, being now due.

WITNESSETH for better securing the principal and interest due and to become due on the said bond.

Grant by the said Rich. Aspinwall of a mess<sup>es</sup>. with a stable-yard, garden, &c. in Aldbrough.

Power of redemption on payment of the principal and interest September 22 next.

Covenants against incumbrances and for further assurance.

Inrolled September 30, 1736.

BOOK F.

Indenture, July 3, 1736, Geo. Anderson of Gayles, gent<sup>n</sup>., 1.

John Wastell of Ainderby Steeple, Esq., 2.

Tho. Wycliffe of Gayles, Esq., 3.

RECITAL of a mortgage of £500 on the mess<sup>es</sup>., lands, &c., mentioned below, the equity of redemption being in the said Geo. Anderson and his heirs.

WITNESSETH in consideration of £500 paid by the said Tho. Wycliffe to the said John Wastell.

Grant by the said Geo. Anderson and John Wastell of a close called West Hartley, nine acres ; a close called Whitflatts, eleven acres ; the close called Stonus\* Bottoms, seven acres ; the close called Two Ings,

here. The usual form it takes in men's mouths is "bottery," where the *bot* is the customary clipping of the sound implied in *burt*, "burtree" being itself, as I take it, the equivalent of "boretree."

\* A note on such an obvious contraction or corruption of the original name Stonehouse may seem, at first sight, to be somewhat superfluous. Perhaps, however, it may not be so in reality. There are, I take it, at the present time about two hundred and fifty houses in this parish. Of these, two are of red brick, two of wood, and the

twenty-four acres, a close called Crakeburys forty-seven acres, in the township of Dalton Travers, otherwise Gayles; also a mess<sup>rs</sup>. with the garths and gardens, several closes called Robin-close, Cragg-intack, High-close, Hollin-hill, Haslehole, Clegghill, Plainfoot, Bird-intack, Parrock, four closes together called John of the Hill-closes, with a house standing thereon, also four beastgates or cattlegates in Birks-pasture, in Whitaside in Swaledale in the parish of Grinton, lately purchased of one Humphrey Sainthill and Elizabeth his wife, together with all houses, &c. Power of redemption by payment of £500 and interest at  $4\frac{1}{2}$  per cent. January 3 next, save only that the premises in Gayles shall continue subject to the payment of an ancient yearly rent of 20s. to the said Tho. Wycliffe and his heirs as the same has been and is now due.

Covenants against incumbrances and for further assurance.

Inrolled November 20, 1736.

rest of stone. It is obvious that, while John and Thomas of the Woodhouse, and Robert and John of the Brickhouse, would still be distinctions for the said John, Robert, John and Thomas; John, Robert or Thomas of the Stonehouse would be none. The immediate inference, therefore, is that up to the time when such a name as John or Thomas of the Stonehouse became practically a full name, or Christian and Surname united, houses built of stone were not common, probably were the very reverse of common—the distinct *exception*, and not the rule. But this is a fact that is, for the most part, ignored by not a few of those who seek to account for names both of persons and places. That the difficulty of recognizing the origin of the name spelt Stonus in the text, originated early and was a very sensible one, is tolerably plain. Thus I have in my earliest parish register somewhere about nine or ten variations of this one name, and the true origin seems to be nearly the only possible form which does not occur;—Stonas, Stoneas, Stonus, Stonous, Stanas, Staneus, Stainus, and so forth, but no approximation to Stonehouse. The same is true of other names of old or ancient origin, involving the same final element. Thus, I have common English Bakehouse disguised under the form of Bacchus, as well as identifiable under the mask of Backus. Indeed the prevalent form of the name in all this part of England is Backhouse. A more curious illustration of the same nature is found in the name (personal as well as of place) Lofthouse. We have a place so named in the North Riding, and there is another in the West Riding. All sorts of vague guesses as to its origin have been made, and all of them wide of the mark, on the same principle that truly Stonas, Stonus, Stainas, &c., are wide of the mark—namely, by reason of forgetting or ignoring the character of nineteen out of twenty, if not forty-nine out of fifty of the ordinary dwellings of the mass of the population of the mediæval times. They were mere huts or hovels, as easily removed as set up—there being frequent covenants or concessions, in ancient documents, providing or conceding this liberty of removal—consisting of little but rafters and thatch, with rude gable-ends of wattle and daub, or rough planks, or, in such a stone-abounding country as this, mortarless stonework. Of all wrecks of original fifteenth century houses I have made acquaintance with in this district—and they are not a few—the introduction of a chamber or upstairs room was quite a late innovation. And a house of two stories, or with a “loft” above the ground-floor, in the ancient days would be amply remarkable enough to afford a name for the place. And that name would be in the customary locative, or dative plural, Lofthusum, occasionally spelt Logthusum or Loctusum.

Indenture July 2, 1736, Geo. Anderson and John Wastell, 1.  
Tho. Wycliffe, 2.

Lease for one year to found a grant of the premises mentioned in the last Indenture.

Indenture May 1, 1736, John Metcalfe of Ripon, gent<sup>a</sup>., 1.  
James Allan of Thornton Steward, gent<sup>a</sup>., 2.  
Joseph Ryder of East Witton, yeom<sup>a</sup>., 3.

RECITAL of an assignment made Nov<sup>r</sup>. 4, 1730, by Chr. Ascough to the said John Metcalfe of a close called the Moor-close, thirteen acres, granted to the said Chr. Ascough by the said Jas. Allan, August 2, 1725, for nine hundred and ninety-nine years as security for the payment of £140.

WITNESSETH in consideration of £150. 10. paid by the said Joseph Ryder to the said John Metcalfe, and of £9. 10. to the said Jas. Allan.

Grant by the said John Metcalfe and Jas. Allan of the said close for the rest of the said term.

Covenant for redemption on payment of £160 and interest, November 11 next.

The said close to be chargeable with the payment of £300 borrowed of the said Joseph Ryder, for the repayment of which he has a mortgage of three closes of pasture ground in Thornton Steward called Banks, Hull-close and Hull-pasture.

Inrolled October 29, 1736.

Indenture August 12, 1736, Tho. Salvin of Easingwold, Esq., 1.  
Geo. Duck of Marsk, gent<sup>a</sup>., 2.

WITNESSETH in consideration of £2,000 paid by the said Geo. Duck and of the further sum of £2,800 to be paid by the said Geo. Duck.

Grant by the said Tho. Salvin of the mannor of Newbiggin; the capital mess<sup>es</sup>. and all his other mess<sup>es</sup>., farms, &c., in Newbiggin or in the lordship of Egton and parish of Lyth, together with all houses, &c., quarries, dams, locks, fishing hecks and streams of water, hawking, hunting, fishing, fowling, parks, warrens, goods, &c., of felons, &c., outlawed persons and persons put in exigent, Courts Leet, or Courts Baron, heriots, ways, &c., &c.

Inrolled January 18, 1736-7.

Indenture September 8, 1736, Rob. Leach of Melsonby, gent<sup>a</sup>., 1.  
John Simpson of Forcett, yeom<sup>a</sup>., 2.

RECITAL of a grant made by Rob. Leach uncle of the said Rob. Leach to John Harrison of Ovington of the closes called Lair-close, two acres; Well-close, three acres; Hill-close, two

acres ; Little Flatt-close, one acre in East Layton ; and of an Indenture of Trust of June 11, 1708, whereby the said John Harrison did acknowledge that his name was used by the special nomination of Will. Leach, father of the said Rob. Leach, jun<sup>r</sup>., and in trust for him, and that the purchase-money mentioned to be paid by the said John Harrison to the said Rob. Leach was the proper money of the said Will. Leach ; and that by the death of the said Will. Leach the said premises became vested in the said Rob. Leach.

WITNESSETH in consideration of £170 paid by the said John Simpson to the said Rob. Leach.

Grant by the said Rob. Leach of the said premises to be holden of the chief lord of the fee thereof by the ancient rents and customs for the same of right due and accustomed.

Usual covenants against incumbrances, especially the dower or thirds of Mary Leach, widow of the said Will. Leach.

Covenant for further assurance.

Inrolled January 19, 1736-7.

Indenture February 2, 1736-7, Francis Harrison of Newbiggin in the parish of Aisgarth, gent<sup>n</sup>., sole executor of the last will of John Harrison, late of Newbiggin, yeom<sup>n</sup>., 1.

Eliz<sup>th</sup>. Janson of Leyburn, spinster, 2.

Francis Wilson of Askrigg, surgeon, and Ann his wife, which Ann is sister of Chr. Walker, late of Askrigg, yeom<sup>n</sup>., deceased, Will. Janson of Leyburn, gent<sup>n</sup>., 3

Edw. Wilson of Workop in the county of Nottingham, gent<sup>n</sup>., 4.

RECITAL of grant October 17, 1728, by the said Chr. Walker to the said John Harrison of a mess<sup>gs</sup>. in Askrigg, called the George Inn, and the sellers, stables, yards, fronts, &c. ; a close of meadow ground called Cross-close with a cowhouse standing therein and two cattlegates in Newbiggin-pasture ; the close called Ingber-hill with one cattlegate in Newbiggin-pasture, all at Askrigg, Newbiggin and Nappa Scarr, subject to a proviso for redemption on payment of £105 at a day named ; and of the will of the said Chr. Walker whereby he did devise to the said Ann, now wife of the said Fr. Wilson the said mess<sup>gs</sup>. and all other his lands, &c., in Askrigg, Little Newbiggin, Nappa Scarr and Dale Grainge in the parish of Aisgarth ; and that the said £105 was not paid by the said Chr. Walker at the day named for the payment thereof ; whereby the estate of the said John Harrison in the premises became absolute, who by his last will appointed

Fr. Harrison sole executor thereof; and of an account this day stated between the said Fr. Harrison and Fr. Wilson whereby there appears to be due to the said Fr. Harrison upon the said mortgage, and also upon a bond entered into by the said Chr. Walker and one Tho. Burton to the said John Harrison, and for money due upon two promissory notes under the hand of the said Chr. Walker to the said John Harrison, and another promissory note under the hands of the said Fr. Wilson and his wife to the said John Harrison, £162. 16. 9.

WITNESSETH in consideration of £162. 16. 9. paid by the said Edw. Wilson to the said Fr. Harrison.

Grant by the said Fr. Harrison of the said tenements and premises for the residue of the said term of eight hundred years.

Covenant against incumbrances.

RECITAL of a grant made June 7 last by the said Fr. Wilson and his wife to the said Eliz<sup>th</sup>. Janson of two closes in Dale Grainge caled Burterries\* or Mathew Blyth's Burterries, and a close called John Guy's Burterries with a cattle-gate or cowgate in Grainge Gill or Spen, to hold from forty years to forty years, subject to a proviso for redemption on payment of £50 upon December 7 then next.

WITNESSETH further in consideration of £51. 9. paid by the said Edw. Wilson, to the said Eliz<sup>th</sup>. Janson, and of £35. 14. 3. paid to the said Fr. Wilson.

Grant by the said Eliz<sup>th</sup>. Janson and Fr. Wilson and his wife of the said premises.

Power of redemption on payment by the said Fr. Wilson of £250 and interest at 4½ *per cent.*, August 1 next.

Usual covenants against incumbrances; covenant for further assurance.

Inrolled April 14, 1737.

Indenture February 21, 1736-7, James Dobson of Eppleby, gent<sup>l</sup>., 1.

Will. Garmonsway of Great Burdon, in the county of Durham, gent<sup>l</sup>., 2. ✓

RECITAL of a grant by the said James Dobson of a close called Sumer-close, twenty acres; a close called the Breckenholme, four acres, in Eppleby, as security for the payment of £100; and of the further sum of £120 lent by the said Will. Garmonsway to the said James Dobson.

\* This is merely a corrupt form of burtrees—burtree being the country-side name for the elder, *Sambucus niger*.

WITNESSETH in consideration of the said £120.

Grant by the said Jas. Dobson of the said premises, subject to a proviso for redemption by payment of £220 and interest at 5 per cent. August 21 next.

Inrolled June 4, 1737.

Indenture September 6, 1737, Jane Palmes of the city of York, widow of Marm. Palmes, late of Hutton-upon-Wisk, gent<sup>a</sup>., 1.

Marm. Palmes, late of London and now of Paris, gent<sup>a</sup>., their eldest son, 2.

Marm. Lawson of Mooreby, Esq., and Grace his wife, 3.

Tho. Markham of Clapby, in the county of Lincoln, Esq., eldest son and heir of Tho. Markham, Esq., deceased, by Catherine his wife, who was sole daughter and heir of Philip Constable, 4.

Roger Palmes of the city of York, gent<sup>a</sup>., Ann and Mary Palmes of the said city, spinsters, younger children of the abovesaid Marm. Palmes, sen<sup>r</sup>., 5.

Lengues Boldero of Staples Inn, London, gent<sup>a</sup>., 6.

Tho. Cockerill of Scarbrough, gent<sup>a</sup>., 7.

RECITAL that the said Jane Palmes, Marm. Palmes, and Marm. Lawson, are seized in their demesne as of fee of the several premises after mentioned, and that the said Roger, Ann, and Mary Palmes under the last will of the said Marm. Palmes their father are intituled to several legacies charged upon the said premises, the inheritance and equity of redemption of all which premises the said Tho. Cockerill hath agreed to purchase.

WITNESSETH in consideration of £1,794. 17. 6. paid by the said Tho. Cockerill to the said Jane Palmes and Marm. Palmes, and of £850 lately paid by the said Tho. Cockerill to Heneage Dearing, Doctor of Laws, Dean of the Collegiate Church of Saint Wilfrid, in Ripon, in discharge of a mortgage on the said premises made unto the said Heneage Dearing and lately assigned by him to Culmer Cockerill in trust for the said Tho. Cockerill.

Grant by the said Jane Palmes, Marm. Palmes, Marm. Lawson, Tho. Markham, Roger, Ann, and Mary Palmes, of the mess<sup>es</sup>. farms, &c. in the manor of Hutton-upon-Wisk, otherwise Hutton Bonville, in the several possessions of Tho. Harrison, John Cristilaw, Rich. Foster and Tho. Wetherill, together with all houses, &c.

Usual covenants against incumbrances except the mortgage above mentioned ; covenant for further assurance within seven years.

Inrolled October 10, 1737.

Indenture November 11, 1737, Jas. Allen of Thornton Steward, gent<sup>a</sup>, 1.

Joseph Ryder of East Witton, gent<sup>a</sup>, 2.

WITNESSETH in consideration of £100 paid by the said Joseph Ryder.

Grant by the said Jas. Allen of three closes adjoining each other, called by the name of the Back of the Seven Closes, together eighteen acres, which said closes were formerly parcell of a large field called the North Field in Thornton Steward, with all ways, waters, &c.

Power of redemption by payment of £100 and interest May 1 next.

Usual covenants against incumbrances; covenant for further assurance.

Inrolled April 5, 1738.

Indenture June 17, 1738, Chr. Simpson, sen<sup>r</sup>., of Hunt-house, in Goatland, otherwise Goathland, yeom<sup>a</sup>., and Chr. Simpson the younger, his son and heir apparent, 1.

Joseph Oxley of Glaisdale, in the parish of Danby, yeom<sup>a</sup>., 2.

WITNESSETH in consideration of £300 paid by the said Joseph Oxley.

Grant by the said Chr. Simpson, sen<sup>r</sup>., and Chr. Simpson, jun<sup>r</sup>., of a farmhold mess<sup>es</sup>. with appurtenances in the manor of Goatland, and all the arable lands, meadows, &c., together with all houses, &c.

TRUST: To pay the said Chr. Simpson, sen<sup>r</sup>., an annuity of £7 for life.

Power of redemption on payment by the said Chr. Simpson jun<sup>r</sup>., of £300 and interest at 4 per cent. to the said Joseph Oxley, and the said annuity to the said Chr. Simpson, sen<sup>r</sup>..

Covenant for further assurance.

A memorial of the within-written deed was registered at Northallerton, July 24, 1738, in Book A., p. 476, and No. 581, John Brown, Deputy Reg<sup>r</sup>.

Inrolled November 21, 1738.

Indenture May 4, 1738, Rob. Shaw of Newsham, gent<sup>a</sup>., Ralph Shaw of the same, gent<sup>a</sup>., his eldest son and heir apparent by Mary his late wife, formerly called Mary Hutchinson, 1.

John Johnson of the city of Durham, Doctor of Laws, 2.

Lease for one year to found a grant of a messuage-house at Newsham, with the barns, stables, and appurtenances; the several closes called West-garth, Middle-garth, Mill-lane, Town-End-close, Little-close, Middle-close, Old-spittle, Middle-leazes, Pook-mill-ings,

Jeoffray-leazes, six cattlegates and a half in Newsham Town pasture; the water corn-mill with the appurtenances, with all houses, etc.

Indenture May 5, 1738, same parties.

WITNESSETH in consideration of £600 paid by the said John Johnson.

Grant by the said Robert and Ralph Shaw of the premises mentioned in the last lease.

Power of redemption by payment of £600 and interest at  $4\frac{1}{2}$  per cent. November 5 next.

Usual covenants against incumbrances; covenant for further assurance.

Inrolled November 21, 1738.

Indenture December 12, 1738, Margaret Metcalfe of Yarme, widow, heretofore called Margaret Coulson, only daughter and heir of Will. Coulson, late of Yarme, Glazier, who was son and heir of John Coulson, late of Yarme, Glazier, deceased, by Margaret his wife who him survived, 1.

Susanna Teasdaile, of Yarme, widow, 2.

WITNESSETH in consideration of £12 paid by the said Susanna Teasdaile.

Grant by the said Margaret Metcalfe of a messuage burgage with the back-buildings, garth, &c., in Yarme, on the west row or side of the said town, with all houses, &c.

Inrolled March 17, 1738-9.

Indenture January 23, 1738-9, Geo. Appleby of Hushwaite, yeoman, Tho. Steuart More of Angram, Esq., younger son of Zachary Stuart More, late of Lofthouse, Esq., and Zachary Harnage More of Lofthouse, son and heir of the said Zachary Stuart More, 1.

Will. Mollyneux of Doncaster, Esq., 2.

RECITAL of the last will of the said Zachary Stuart More whereby he did give and devise all his hereditaments in the parishes of Hushwaite and Coxwold to his said younger son and his heirs; and of an Indenture of March 1 and 2 last, whereby the said Tho. More, for the consideration of £600 did mortgage and convey to the use of the said Geo. Appleby the said hereditaments by the description of the water corn-mill called Baxby-mill, in the parish of Coxwold, with all the dams, streams of water, mill-races, multures, suckers [succours], grists, tolls, profitts, advantages and appurtenances; also a close to the said mill belonging called the Mill-garth, one acre; two closes thereunto adjoining called the Holmes,



nine acres; a parcel of meadow and pasture ground now divided into five several closes called the Harts and Haggs, fifty acres, with a proviso for making the same Indenture void if the said Tho. Stuart More should pay £600 and interest to the said Geo. Appleby at a day now past; and of the said Geo. Appleby having required payment thereof, whereupon the said Tho. Stuart More requested the said Will. Molyneux to advance the same, and also the farther sum of £200 to supply the other occasions of the said Tho. Stuart More upon the security herein-after mentioned.

WITNESSETH in consideration of £600 to the said Geo. Appleby, and of £200 to the said Tho. More by the said Will. Molyneux paid. Grant by the said Geo. Appleby, Zachary Harnage More and Tho. Stuart More of the said premises.

Power of redemption by payment of £800 and interest at  $4\frac{1}{2}$  per cent. July 23 next.

Usual covenants against incumbrances except the rents and services to the Chief Lord of the Fee; covenant for further assurance.

Inrolled March 19, 1738-9.

Indenture December 9, 1738, John Reynoldson of Leyburn, yeom<sup>r</sup>, 1.  
The Rev. Henry Stapylton, Clerk, rector of Thornton Watlass, 2.  
Tho. Wycliffe of Dalton Travers otherwise Gayles, Esq., executor of the last will of Solomon Wycliffe, late of Dalton Travers, Esq., deceased, 3.  
Cicely Carter of Leyburn, widow, 4.

RECITAL of grant by Edward and Chr. Raper unto Luke Raper of a mess<sup>g</sup>. with a malt-kiln, stables, &c. ; a close called Backsides, four acres of meadow ground; a close called Shaw-gill, *alias* Shole-gill *alias* Fog-close three acres; a paddock or parrock called Horse-hole, half an acre; a paddock called Butt-paddock, one acre; a close called Limepit-hill or Well-close, three acres; a close called Calf-garth, half an acre; eight closes called Keverdales, fifteen acres; two closes called New-close, *alias* Cow-close, six acres, all at Leyburn, for nine hundred and ninety-nine years; and of an assignment made by the said Luke Raper of the said premises unto Fr. Nichols of the parish of St. James, Westminster, in trust for Bartholomew Hammond of the same, for the remainder of the said term; and of an assignment of the same made by the said Luke Raper, Fr. Nichols and Bartholomew Hammond unto the said Solomon Wycliffe in trust for the said Henry Stapylton, redeemable by the said Bartholomew Hammond on payment of £600 and interest December 9th then next; and of an account

this day stated between the said John Reynoldson and Henry Stapylton whereby there is now due to the said Henry Stapylton upon the said recited securities £752. 10. for principal and interest ; and of his requiring payment thereof ; and of the said Cicely Carter at the request of the said John Reynoldson having consented to advance the said sum, and thereupon it is agreed that the said premises and securities shall be assigned to the said Cicely Carter.

WITNESSETH in consideration of the said agreement and of the said sum of £752. 10. paid to the said Henry Stapylton by the said Cicely Carter.

Grant by the said Henry Stapylton and Tho. Wycliffe and John Reynoldson of the said premises for the remainder of the said term.

Power of redemption on payment by the said John Reynoldson of £752. 10. and interest May 1st next.

Usual covenants against incumbrances ; covenant for further assurance.

Inrolled June 1, 1739.

Indenture December 9, 1738, John Reynoldson, 1.

The Rev. Henry Stapylton, 2.

Sir Miles Stapylton [of Myton], administrator with the will annexed of Sir John Stapylton, late of Myton, deceased, 3.

Cicely Carter, 4.

James [? Thomas] Pickersgill, of High Burton, in the parish of Masham, yeom<sup>n</sup>., 5.

RECITAL that the said John Reynoldson as also John Reynoldson, sen<sup>r</sup>., his father were jointly and severally bound to the said Henry Stapylton in the penal sum of £880 with a condition for the payment of £440 at a day now past ; and of a grant made by the said John Reynoldson and Bartholomew Hammond of the premises mentioned in the last Indenture unto the said Sir John Stapylton for one thousand years in trust for the said Henry Stapylton, redeemable by the said Bartholomew Hammond by payment of the several sums of £473 and £127 and interest December 9th then next ; and of an account this day stated between the said John Reynoldson and the said Henry Stapylton whereby there is now due to the said Henry Stapylton upon the said securities £752. 10., and he requiring payment thereof, the said Cicely Carter has consented to advance the same ; and of an agreement that the said securities and premises shall be assigned to the said James Pickersgill.

WITNESSETH in consideration of the said agreement and of £752 10.  
being the same £752. 10. mentioned to be the consideration  
paid to the said Henry Stapylton in an Indenture bearing  
even date herewith.

Grant by the said Henry Stapylton, Sir Miles Stapylton and John  
Reynoldson of the said premises for the remainder of the said term in  
trust for the said Cicely Carter.

Covenants against incumbrances.

Inrolled June 1, 1739.

Indenture December 9, 1738, John Reynoldson, 1.

The Rev. Henry Stapylton, 2.

Cicely Carter, 3.

Tho. Pickersgill, of High Burton, in the parish of Masham, yeom<sup>n</sup>., 4.

Recital of the mortgage of the premises mentioned in the last  
Indentures to Henry Stapylton, for five hundred years and of  
the agreement for their assignment to the said Tho. Pickersgill.

WITNESSETH in consideration of the said agreement and of the  
said £752. 10.

Grant by the said Henry Stapylton and John Reynoldson of the  
said premises for the remainder of the said term.

Inrolled June 1, 1739.

Indenture May 14, 1739, James Dobson of Eppleby, gent<sup>n</sup>., 1.

Will. Garmonsway of Great Burdon in the county of Durham,  
gent<sup>n</sup>., 2.

WITNESSETH in consideration of £120 paid by the said Will. Gar-  
monsway.

Grant by the said Jas. Dobson of a mess<sup>es</sup>. in Eppleby, with a garth  
and garden ; a close called Thornberry, six acres ; a close divided into  
two closes called the Bottoms, twelve acres, with all houses, &c.

Power of redemption by payment of £120 and interest at 5 *per cent*.  
November 14th next.

Covenants against incumbrances ; covenant for further assurance.

Inrolled October 3, 1739.

Indenture October 5, 1739, John Ingilby of Lawkland, Esq., Troath  
Ingilby his wife, and John Stephen Ingilby of Lawkland, gent<sup>n</sup>., their  
son and heir, 1.

Josias Dawson of Haltongill, gent<sup>n</sup>., and Will. Carr of Stackhouse,  
yeom<sup>n</sup>., 2.

Lease for one year to found a grant of the mannor of Lawkland  
with the rights, &c. ; the capital mess<sup>es</sup>. called Lawkland Hall and  
the mess<sup>es</sup>., &c. in the possession of the said John Ingilby in Lawk-

land, Austwick, Eldroth, Highmoor, Lanshaw, Feizar and Clapham, all of them in the parishes of Clapham and Giggleswick; and all the customary and free rents in the said parishes (a mess<sup>es</sup>. at Clapham purchased by the said John Ingilby of Geo. Jagger and the Knot-closes, the Overmoor-close, the Petty Brows, the Great Knot, the Town-closes, the croft purchased of Chr. Lawson, the Tenter Ing, the White Cragg purchased by the said Arthur Ingilby to the said John Ingilby, his heirs, &c., always excepted); the mannor of Thorpe in the Parish of Wycliffe with the rights, &c. and the mess<sup>es</sup>., tofts, curtilages, &c., fishings, Courts Leet, Court Baron, View of Frankpledge, courts customary, and other courts, mines, rivers, marshes, &c.

Inrolled November 21, 1739. .

Indenture October 6, 1739, John Ingilby and Troath, his wife, 1.

John Stephen Ingilby, 2.

Josias Dawson and Will. Carr, 3.

Will. Dawson of Langcliffe, Esq., John Foster of Armitstead, gent<sup>l</sup>., 4.

WITNESSETH for the docking, &c. all estates tail, remainders, &c. in the manors, &c. mentioned in the last lease, and for settling and conveying the same, and in consideration of the love and affection which the said John Ingilby hath and beareth unto his said wife, and of a considerable marriage portion heretofore received by him with her, and for the making a provision for her in case she shall happen to survive the said John Ingilby.

Grant by the said John Ingilby, Troath his wife and John Stephen Ingilby of the said premises.

Trusts: To pay Tho. Ingilby, brother of the said John Ingilby, an annuity of £10 for life, out of such part of the premises as are particularly mentioned in an indenture of settlement made on the marriage of the said John Ingilby and Troath his wife, dated March 2, 1708-9.

Uses: To the use of the said John Ingilby for life, remainder to trustees, Will. Dawson and John Foster to preserve contingent remainders; the mannor of Thorpe to the said Troath for life, together with an annuity of £90 out of the mannor, lands and premises in Clapham and Giggleswick; as for the said mannor of Lawkland and the lands, &c. in Giggleswick and Clapham, from the death of John Ingilby, and the mannor of Thorpe after the decease of the said Troath to the use of Josias Dawson and Will. Carr for five hundred years.

Remainder to the said John Stephen Ingilby and his heirs in tail male; for default of issue male to his daughters as tenants in common and not as joint tenants; in default of issue to his right heirs.

Power to the said John Ingilby to appoint part of lands not exceeding £100 in value to future wife; and to charge the premises with any sum not exceeding £1,400 for his daughters Margery Ann and Mary Alatheia, and with two several annuities of £5; and with £800 to such person and such uses as he shall think fit; power to lease.

Inrolled November 21, 1739.

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INROLLMENTS OF INDENTURES.—BOOK G.

Indenture April 2, 1740, Charles Atkinson of the city of York, Grocer, eldest son and heir of James Atkinson, late of Seaves in the parish of Bransby, gent<sup>n</sup>., deceased, 1.

Will. Shaw of the said city, Merchant, 2.

Lease for one year to found a grant or release of a mess<sup>es</sup>. and the closes called the Laith-feild, the Round-hill-close, the Summer-close *alias* Bonwell-close, the Carr, the two closes adjoining to Creyke Wood, all in Lower Seaves in the parish of Bransby; also the mess<sup>es</sup>. and farmhold, and the several closes called Applegarth-close, Elme-head, High-close, Kell, Bean-close, Barley-close, and Kanner-close in Upper Seaves.

Inrolled June 4, 1740, before us, P. Watson, Jas. Preston, Clerk of the Peace.

Indenture April 8, 1740, between the same parties.

RECITAL of Indentures of lease and release made June 3 and 4, 1720, whereby the said Jas. Atkinson did convey the premises mentioned in the last Indenture to Geo. Pinckney, jun<sup>r</sup>., of Ripon, Mercer, and Rich. Bayne of Ripon, Esq., in trust except the two closes called the High-close and Elme-head to the use of the said Jas. Atkinson and his wife for life, and after their decease to the said Geo. Pinckney and Rich. Bayne for fifty years for the raising of £400; and as to the said two closes to the use of the said Charles Atkinson for life by virtue of which the said Charles Atkinson is intituled to the first mentioned closes in fee expectant on the determination of the life estate of his mother, and is seized for life with remainder in fee of the last mentioned closes; and of an agreement made by the said Will. Shaw to supply the said Charles Atkinson with £500.

WITNESSETH in consideration of the said sum.

Grant by the said Charles Atkinson of the said premises.

Covenant for redemption by payment of £525 :—£12. 10. Oct<sup>r</sup>. 3rd next and £512. 10. April 3rd, 1741, provided farther that if the said Charles Atkinson within forty days after each half year after the interest for the said principal shall become due, pay or tender to the said Will. Shaw interest for the said principal at 4 *per cent.*, the said Will. Shaw shall be obliged to accept the same and after such payment or tender shall not be construed to be intituled to receive above 4 *per cent.* for such half year :—usual covenants against incumbrances and for further assurance ; covenant that the said trust term of fifty years shall attend and wait upon the freehold and inheritance of the premises, and that the said £400 thereby secured hath been well and truly paid.

Inrolled June 4, 1740.

Indenture June 23, 1740, Peter Johnson of the city of York, Esq., Will. Dawson of Shipton, gent<sup>n</sup>., Lawrence Thweng, of Heworth, gent<sup>n</sup>., Hannah Mancklin of the said city, spinster, and Jeremiah Rudsdell of Heworth, gent<sup>n</sup>., 1.

Rob. Bewley of Dringhouse in the city of York, gent<sup>n</sup>., and Francis Gainforth of the said city, Gardiner, 2.

RECITAL that the said Peter Johnson, Will. Dawson, Lawrence Thweng, and Hannah Mancklin are seized in fee simple as tenants in common of the parcel of ground called Low-moor in Heworth containing one hundred acres, in the proportions following : the said Peter Johnson of twenty-one fortieth parts thereof, the whole into forty parts to be divided, the said Will. Dawson of ten such fortieth parts, the said Lawrence Thweng of six such fortieth parts, and the said Hannah Mancklin of three such fortieth parts thereof : and the said Jeremiah Rudsdell is interested in the said six parts for the residue of a term of twenty-six years yet to come by virtue of a lease thereof made to him by the said Lawrence Thweng, subject to the rent and covenants therein contained, and that the said Peter Johnson, Will. Dawson, Lawrence Thweng, Hannah Mancklin and Jeremiah Rudsdell have agreed to convey all the said moor unto the said Rob. Bewley and Fr. Gainforth upon trust that they shall as soon as may be, view and survey the same, and quantity and quality considered, according to the best of their judgement by writing under their hands after the proportions aforesaid allot and set out so much of the said moor as shall be thought fit by them to be divided, in order that the allotments may be inclosed in severalty for their respective proprietors.

WITNESSETH in consideration of the premises.

Grant by the said Peter Johnson, Will. Dawson, Lawrence Thweng, Hannah Mancklin and Jeremiah Rudsdell of the said moor.

USES: As to the whole moor until such allotment, and after as to so much of the same as shall never be so allotted to the use of the said proprietors in such proportions and for such estates as they respectively had therein before; and after such allotment as to so much thereof as shall be allotted for the share of the said Peter Johnson to the use of the said Peter; as to the share of the said Will. Dawson to his use, subject as his undivided share was subject; as to the share of the said Lawrence Thweng to the use of the said Jeremiah Rudsdell for the residue of the said twenty-six years, and after as to the possession and inheritance thereof, to the use of the said Lawrence Thweng; and as to the share of the said Hannah Mancklin to her use.

Covenants against disturbance and molestation, and for further assurance.

Agreement that the charges of the first making the out-fence of every such allotment and other incident charges of the said division not hereafter mentioned shall be borne by the said proprietors according to their respective proportions, and that the future fencing of the said out-fences, and making and repairing the inner-fences dividing any allotment from another shall be made and from time to time repaired by such of them as the said Rob. Bewly and Fr. Gainforth shall direct; and in case any difference shall arise between the said Rob. Bewley and Fr. Gainforth touching the division of the said moor or any part thereof or anything relating thereto that the same shall be determined by such one person as they, the said Rob. Bewley and Fr. Gainforth shall appoint, and that the determination of such person shall be final and conclusive to all the said parties.

Inrolled July 14, 1740.

\* The preceding deed is one which scarcely ought to be passed without some little notice. It belongs to a class of records which are not of an obtrusive nature, but which still are illustrative of proceedings, a knowledge of which helps to clear up many dark passages of local history in a diversity of places. It is in many cases known, in many more suspected, that what was once not so much open as, in a certain sense, common land—at least apparently such—has in some way or other been enclosed, apportioned or allotted, and permanently divided and fenced accordingly. The present document gives us a glance at the manner in which such allotment and enclosure could be and was legally and permanently made. To my knowledge, many similar, or at least analogous, allotments, with subsequent separate inclosure have been made in my own parish; and it is not long since I obtained and copied one of the "Awards" by virtue of which one of these transactions had been carried through. Only, the portion of land, very little under

Indenture May 1, 1740, Jas. Allen of Thornton Steward, gent<sup>n</sup>, 1.  
Joseph Ryder, late of East Witton and now of Spennithorn, yeom<sup>n</sup>, 2.  
Tho. Pickersgill of High Burton in the parish of Masham, yeom<sup>n</sup>, 3.

RECITAL of a grant made by the said Jas. Allen, August 2, 1725, to Chr. Ascough, gent<sup>n</sup>, of a close of pasture ground called Moor-close, thirteen acres, in Thornton Steward for nine hundred and ninety-nine years, redeemable on payment of £140 and interest on the 2nd day of Feb<sup>r</sup>. then next ensuing; and of the payment unto the said Chr. Ascough of £65. 11. Aug. 21, 1727, so that there only remained £80 due on the said mortgage; and of a further loan of £60 from the said Chr. Ascough also charged on the premises by an indenture of Nov<sup>r</sup>. 1, 1729; and of an assignment of the said close to John Metcalfe of Kirby Malzeard by the said Chr. Ascough, in consideration of £140. Nov<sup>r</sup>. 4, 1730, for the remainder of the said term; and of a grant of the said close for the residue of the said term to the said Joseph Ryder made May 1, 1736, by the said John Metcalfe in consideration of £150. 10., and the said Jas. Allen in consideration of £9. 10.; and of a grant made by the said Jas. Allen April 29, 1730, to the said Joseph Ryder of the three closes of pasture ground in Thornton Steward called Bancks, Hull-close and Hull Pasture, together forty-four acres, for the term of three thousand years, redeemable on payment of £120 and interest Nov<sup>r</sup>. 11th then next; and of indentures made April 27, 1731, Nov<sup>r</sup>. 3, 1733, and May 1, 1735, whereby the said Jas. Allen did charge the said three closes with the payment to the said Joseph Ryder of three additional sums of £50, £50 and £80 and interest; and of a conveyance unto the said Joseph Ryder Nov<sup>r</sup>. 11, 1737, of the three closes of meadow ground called the Back of the Town-closes, together eighteen acres, in

200 acres in extent, was not moor, but common pasture of the rough woodland description. There was in it some timber, and also plentiful brushwood ("garsel" it was termed), as well as multitudinous cattle-rakes all implying pasture, and some meadow. No fewer than nineteen persons were interested in this wide, wild pasture-ground, and the amount of their rights or interest varied to such an extent that in one instance the equivalent allotment was rated as high as 46½ acres, the lowest ranking at 1¾ acres. Now, as this is one of at least six or seven similar instances in this one parish only, all memory of which has faded away among the people themselves, and as it is quite without the boundaries of Inclosure by Act of Parliament, and equally without those of Inclosure by virtue of the consent or direction of the Lord of the Manor and his officers, it is easy to conceive how much latent local history is involved in the mere recollection of these transactions, and how valuable every remnant of record, whether formal like that in the text, or accidentally preserved like my "Award," really becomes in any attempt to chronicle or account for what has taken place in the economic history of a district or even of a single parish.



Thornton Steward; and of an account stated between the said Jas. Allen and Joseph Ryder whereby there is now due to the said Joseph Ryder upon the said securities £650, and he requiring payment thereof the said Tho. Pickersgill has consented to lend the said sum and hath also lent to the said Jas. Allen the further sum of £40, and thereupon it is agreed that the said premises and securities shall be assigned to the said Tho. Pickersgill.

WITNESSETH in consideration of the said agreement, and of the payment of the said sums.

Grant by the said Joseph Ryder and Jas. Allen of the said Moor-close, and the said Bancks, Hull-close and Hull-pasture for the remainder of the said terms, and of the said last mentioned three closes for ever, redeemable on payment of £690 and interest after  $4\frac{1}{4}$  *per cent.* Nov<sup>r</sup>. 11th next.

Covenant for further assurance; covenants against incumbrances.

Inrolled July 21, 1740.

Indenture July 7, 1740, Jas. Dobson of Eppleby, gent<sup>a</sup>., 1.

Will. Garmonsway of Great Burdon in the county of Durham, gent<sup>a</sup>., 2.

Henry Lanchester of Richmond, Dyer, 3.

RECITAL of grant made by the said Jas. Dobson Dec<sup>r</sup>. 8, 1735, to the said Will. Garmonsway of the close called Summer-close, the west end whereof adjoineth upon the demesne of Cadwell, twenty acres; a close of pasture ground called the Breckonholme, the north end whereof adjoineth upon the river Tease, four acres, in Eppleby, together with all ways, &c. redeemable by payment of £100 and interest at 5 *per cent.* upon June 8th then next ensuing; and of a further charge of £120 made upon the same premises Feb<sup>r</sup>. 21, 1736; and of a grant made by the said Jas. Dobson May 14, 1739, to the said Will. Garmonsway of his mess<sup>es</sup>. in Eppleby on the west side of the said town adjoining upon the pinfold there with the garth and garden on the backside of the said mess<sup>es</sup>., also two closes called Thornberry, six acres, a close lately divided into two closes called the Bottoms, together twelve acres, redeemable on payment of £120 and interest at 5 *per cent.* upon Nov<sup>r</sup>. 14th then next ensuing; and that the said sums, together £340, remain unpaid: and of the advance of the further sum of £160 by the said Henry Lanchester to the said Jas. Dobson.

WITNESSETH in consideration of £340 paid to the said Will. Garmonsway, and £160 paid to the said Jas. Dobson by the said Henry Lanchester.

Grant of the said premises to the said Henry Lanchester, redeemable by the payment of £500 January 7th next.

Usual covenants against incumbrances, and for further assurance.

Inrolled July 21, 1740.

Indenture May 1, 1740, Francis Thornburgh of Leyburn, Esq., 1.  
Will. Janson of the same, gent<sup>n</sup>., 2.

WITNESSETH in consideration of the yearly [rent] reserved.

Grant by the said Fr. Thornburgh of a dwelling-house or scite of a dwelling-house with the garth and garden thereunto belonging and adjoining (whereon a new dwelling-house is intended to be erected by the said Will. Janson) in Leyburn adjoining upon the late demolished dwelling-house of the said Will. Janson on the east, upon a house and garth lately purchased by him of one Henry Janson on the west, upon the street or towngate on the north, and upon a grass garth in the possession of Henry Janson belonging His Grace the Duke of Bolton on the south, with all houses, &c., to be holden of the Chief Lord of the Fee of the premises at the rents and services therefore due and accustomed, and also paying therefore to the said Fr. Thornburgh 12s. yearly.

Covenants against incumbrances, and for further assurance.

Inrolled September 20, 1740.

Indenture June 22, 1741, Jas. Dobson, 1.

Henry Lanchester, 2.

✓ Margaret Colling of Darlington in the county of Durham, spinster, 3.

RECITAL of the grant of premises in Eppleby made to the said Henry Lanchester, July 7, 1740 [see p. 153], and of the sale of part of the said mortgaged premises to John Metcalfe of Stockton upon Tease, master and marriner, for £376 which sum hath been since paid to the said Henry Lanchester in part discharge of the principal and interest due to him upon the said mortgage, and of the conveyance May 2nd last by the said Henry Lanchester to the said John Metcalfe of the said lands and premises so purchased; and of the sum of £134 still owing to the said Henry Lanchester.

WITNESSETH in consideration of £134 by the said Marg<sup>t</sup>. Colling to the said Henry Lanchester paid, and of the further sum of £66 to the said Jas. Dobson.

Grant to the said Marg<sup>t</sup>. Colling of the said premises, redeemable by the payment of £200 and interest at 4½ *per cent.* Dec<sup>r</sup>. 22 next.

Usual covenants against incumbrances ; covenant for further assurance.

Inrolled July 30, 1741.

Indenture May 1, 1741, Jas. Allen, 1.

Tho. Pickersgill, 2.

WITNESSETH in consideration of £140 paid by the said Tho. Pickersgill.

Grant by the said Jas. Allen of a close called The Mires, eleven acres ; a close called Brown-close, six acres in Thornton Steward, for nine hundred and ninety-nine years, redeemable by the payment of £140 and interest Nov<sup>r</sup>. 1st next.

Usual covenants against incumbrances, except the rents, duties and services due to the Chief Lord of the Fee in respect of his seignior ; covenant for further assurance.

Inrolled August 29, 1741.

Indenture April 27, 1741, Luke Yarker of Leyburn, gent<sup>n</sup>. 1.

Francis Thornburgh of Leyburn, Esq., 2.

Grant by the said Luke Yarker of a mess<sup>ce</sup>. in Leyburn with the stable and other outhouses, also that garth or garden with the trees thereon growing on the backside of the said dwelling-house for and in exchange for a mess<sup>ce</sup>. in Leyburn with the shop, barn, stable, holm, [helm]\* or carthouse and other outhouses, and one grass garth and foldyard with the trees thereon growing lying on the backside of the said dwelling-house, the said Fr. Thornburgh receiving £8 from the said Luke Yarker as satisfaction for the difference in the value betwixt the premises hereby exchanged.

Covenants for further assurance.

Inrolled October 3, 1741.

Indenture August 8, 1741, William Williamson of Newton Morrell in the parish of Barton St. Cuthbert, yeom<sup>n</sup>., 1.

Cuthbert Watson, late of Eggscliffe and now of Dike House in the parish of Stranton and county of Durham, 2.

John Wardell, jun<sup>r</sup>., of Ketton in the said county, yeom<sup>n</sup>., 3.

Christopher Richardson, jun<sup>r</sup>., of Middleton-One-Row, in the said county, yeom<sup>n</sup>., 4.

\* I have ventured this emendation partly as being one called for under the circumstances of the case ; but the rather because of the further illustration it affords of the meaning and use of the word itself. In my "Glossary" I have defined *Helm* as "a shed in the fields, a hovel or hut." Halliwell gives the meanings "a hovel, a kind of outhouse." The extension of meaning and application, then, afforded in the text is not without its value.

WITNESSETH in consideration of £157. 10. to the said Cuthbert Watson for the debt of the said Will. Williamson paid by the said Chr. Richardson in full satisfaction of all principal money and interest and for which the premises purchased of John Taylor and Elizabeth his wife and Rose Robinson herein-after mentioned were granted in mortgage to the said Cuthbert Watson ; and in consideration of £142 10. paid to the said Will. Williamson by the said Chr. Richardson.

Grant by the said Will. Williamson and Cuthbert Watson of four closes called Downfeilds ; a close called Well-close ; a close called Harkerdale ; six riggs or parcels of ground lying in the middle of a close called Bell-close, all in Barton St. Cuthbert.

Covenant against incumbrances.

RECITAL of grant of the said closes made April 28, 1732, by Rob. Killinghall of Middleton St. George in the county of Durham, Esq., to John Wardell in consideration of £105 which was all the proper money of the said Will. Williamson and the name of the said John Wardell was only made use of in the said Indentures at the nomination of, and in trust for the said Will. Williamson.

WITNESSETH in pursuance of the said trust reposed in the said John Wardell, and for the considerations aforesaid and for the better securing the payment of the said £300.

Grant by the said John Wardell and Will. Williamson of the closes called the Little-ing, three-quarters of an acre, the Short-flatts, twelve acres, the Long-flatts, three acres and a half at Barton, redeemable by the payment of £300 and interest at 4½ per cent. Feb<sup>r</sup>. 8th next.

Covenants against incumbrances, except two grants of the several terms of 1,500 years and two thousand years of the three closes purchased of Rob. Killinghall, in trust for the said Chr. Richardson, jun<sup>r</sup>., for better securing to him the payment of the said £300 ; covenant for further assurance.

Inrolled November 18, 1741.

Indenture May 1, 1723, Sir William Gerard of Garswood in the county of Lancaster, 1.

Samuel Nichols, late of Blean, but now of Raydale in the parish of Aisgarth, yeom<sup>a</sup>., and Francis Nichols, his son and heir apparent, 2.

WITNESSETH in consideration of £1,800 paid by the said Sam Nichols and his son.

Grant by the said Sir Will. Gerard of the mess<sup>es</sup>. called Raydale\*

\* There is matter in this one grant for the writing of a short essay on local nomenclature, rather than only of a series of a dozen detached and compressed notes. It is

House, and all the buildings, yards, fronts, &c.; also the closes, inclosures, dales\* and parcels of arrable land, meadow and pasture ground thereto belonging called James-ing, the Acre-ing, the Raydale-feild, the Low-ludgefeild†, the Hoggbancks‡, the Dentry-fall, the West-crooks, the Rough-close, Craydale-green, the Gill-foot-parrock, New-park, the Green, the Paradise, the Purgatorry§, the Out-raydale,

by no means easy, in the first place, to determine under what head to classify the name Raydale, whether as a place-name proper, or merely as what may be regarded as an instance of the Common-field-name section. To me it would appear most probable, and from divers considerations (some of which will appear in the following note), that it comes under the second category. But, assuming that to be so, the question still remains as to what the prefix itself really is. I am familiar with the local names—and in duplicate or triplicate, more than one of them—of Raysdale or Raisdale, Raisbeck, Raithwaite or Raethwaite, Ra-bec, Ra-gill, Raeburn or Rayburn, &c., &c., and although random derivationists may find no difficulty in assigning the connection of the prefix, I confess that I am utterly uncertain about it. Thus, to instance as briefly as I can, I know two Raysdales in the North Riding, and of one of them I have the following forms of variants, Raythesdale, Reydhisdale, Reydesdale, Raydysdale, Rathesdale, Raysdale, Raisdale, most of them from five to seven centuries old. I have recently met with a thirteenth-century “Stane Rathes,” as the name of a place or an object now called Stone Raise, where the word “Raise” would appear to be identical with the North England name for a cairn of stones; and it is much more than probable that the primary element in Raythesdale, Rathesdale is the same as in the thirteenth-century document. But this instance alone may serve to indicate the great difficulty there is in deciding as to what the true form in the case of the names given in the above list may actually be. And this throws doubt on the existence of any actual connection between the forms Raydale, Raethwaite, Ra-bec, &c., and Raysdale, Raisbeck, &c. Besides, there may be two or three origins of the initial Ra or Ray, of which it is likely O. Norse *wra* or *ra* is not the least probable. It is, beyond question, a very important fact in the local nomenclature of the district. So much for the prefix. As to the suffix, see next note.

\* “Dales” here means, unquestionably, shares, divisions, portions. It is the same word as in Wandale, *daila prati*, and so forth, coincident with *dole*, *deal*, &c. It is a question if the *-dale* in Raydale has any further significance than that thus indicated. There seems to be no reason to assume that the locally descriptive term or name Raydale is of wide or extensive local application, that, in other words, it designates a considerable area, an area of the nature of a township, or anything thereunto approximating. In the Bilsdale Raysdale, as in Bilsdale itself, the term *dale* has the significance of a hill-country valley. In Raydale it probably means no more than a divided or allotted portion or share.

† Halliwell gives two excellent illustrations of the ancient use of the word *luge* in the sense of a “lodge or hut,” and of taking up one’s quarters in the sense in which we speak of lodging anywhere for the night. No doubt, Lodge-field would be the modern form of Ludgefeild.

‡ Besides two or three Swinestys in adjacent parishes, we have Swinedale in Moorsham, two if not three Catbanks in this parish, and there is little reason for doubting that Hoggbank originates in the same way as Catbank, or either of the scores of like names.

§ Parker (“Glossary of Architecture”) defines Paradise as “a small private apartment or study; also the garden of a convent: the name was likewise sometimes given to an open court or area in front of a church, and occasionally to the cloisters,

the South-raydale, the Little-fell, the Hawes, the Elvy-shawes, the Middle-tongue, the Gavel\*, the Wald and Waldside†, the Beldhaw‡, the New-close, the Wood *alias* Cow-pasture, the Startling-pasture§, the Blea||, the High-paddock, the Low-paddock, Cooper-ellers, Smaldales-heads, the Smalldale-feet¶, and Eight-acre, and the ground and soil of all the said several closes; all that field or pasture ground called Cow-close *alias* Knight-cow-close, all that field or pasture ground called Bardale-head, with common right unto the two last mentioned pastures belonging, all which premises are in the tenure of the said Sam. Nichols by virtue of an assignment of a lease made to Will. Bayne by Sir Will. Gerard, late of Garswood, deceased, Novr. 13, 1718, for the term of twenty-three years, which said lease and term of years was by the said Will Bayne, assigned over to the said Sam. Nichols for a valuable consideration Octr. 22, 1722, the said Raydale being under the ancient yearly fee farm rent of £12. 13. 4., and the said Knight-cow-close and Bardale-head, under the ancient yearly fee farm rent of 24s., all which premises are sett, lying and being within the parish of Aisgarth, and are part of the manner or lordship of Middleham: to be

and even to the whole space included within the circuit of a convent." Plots of ground, so situated and so termed will be frequently met with in various parts of the country. For instance, there is a house, with its garden and ground, a little south of the parish church at Scarborough, thus designated; one among several that might be specified. No doubt the name became more loosely applied in post-dissolution times; and it is equally little a matter of uncertainty that the more conventional sense of Paradise would in divers instances be made to supersede the conventual sense; and, that done, the transition of thought from paradise to its opposite, would lead on to the imposition of the name Purgatory to other inclosures. Hence the name in the text.

\* I am unable to explain this word. It is not unfamiliar to me, but so far I can throw no light either on its meaning or its application, save only that it appears to designate an area of land. Thus to give but one instance of its occurrence, in the "Black Book of Hexham" (vol. ii., p. 68), is the entry "Et super le Miln-gavell i acra et i roda," which, from the context, leaves no possible escape from the conclusion that Miln-gavell is the name of a parcel of land.

† I take "wald" to be merely another form of *wold*, *weald*. Indeed the form "wald-side" leaves no room for any other hypothesis.

‡ This is probably Beeld-haugh or Beeld-haw, the latter syllable meaning sheltered enclosure—sheltered, that is, by wall or bank.

§ This must be Startle Ing. I have made acquaintance with a Stirtle Ing in this part of the world, and I have heard a part of the plough-handle called the stirtle or stertle

|| This name by itself is so unintelligible that one is almost compelled to assume that there is some omission. As a word qualifying a noun, *blac*, *bleca*, *blea* is of perpetual occurrence in northern local and especially Common-field names.

¶ A name which occurs two or three lines higher, viz., Gillfoot Parrock, fully explains the use of the word *feet* in the present instance. As a final remark it is not uninteresting to observe that this remarkable list of names includes all the three forms, *paddock*, *parrock*, and *park*.

holden of our Sovereign Lord the King and his heirs as of his and their manner of Greenwich in the county of Kent, by fealty only in free and common soccage and not in capity or by knights service, paying therefore yearly to the Chief Lord of the Fee, the rent of £13. 17. 4.

Usual covenants against incumbrances, the rents and services hereafter due and accustomed and the Parochial and Parliamentary taxes excepted; covenant for further assurance.

Inrolled February 17, 1741-2.

Indenture April 21, 1742, John Reynoldson of Laburn, yeom<sup>r</sup>., Rob. Tilham Reynoldson of the same, yeom<sup>r</sup>., and Fr. Thornburgh, of the same, gent<sup>r</sup>., 1.

John Hardcastle of Staple Inn, London, 2.

RECITAL of a mortgage which the said John Hardcastle as executor to his late father hath from the said John and Rob. Tilham Reynoldson's late father of a mess<sup>g</sup>. now used as an inn, and known by the name or sign of the Red Lion in Leyburn, and of a malt-kiln, stable and garden, and of a grass garth called Appleby Garth.

And that the said John Hardcastle hath by a process of law caused the said John Reynoldson to be arrested and held to special bail for the moneys due to him from the said John Reynoldson, which upon an account stated between them amounts to £205. 13. 6½.; and of an agreement which the said John Hardcastle and John Reynoldson have come to for the absolute purchase of the said mortgaged premises, and the said John Reynoldson as a consideration for the same is to be released from £190 part of the said debt, and the said John Hardcastle intends to take some other security from the said John Reynoldson for the remainder of the said debt.

And that the said Fr. Thornburgh and Rob. Tilham Reynoldson do each of them pretend some title to the afore-said malt-kiln, stable and garden, which nevertheless they are willing to release to the said John Hardcastle, in consideration of his agreeing to accept of the said purchase and to release the said John Reynoldson from the said £190.

WITNESSETH in consideration of the said £190.

Grant by the said John and Rob. Tillam Reynoldson and Fr. Thornburgh of the said premises.

Covenants by Fr. Thornburgh against incumbrances and for further assurance.

Memorandum that before and at the time of executing the within

written deed by Mr. Thornbrough it was agreed by and betwixt the said Mr. Thornbrough and Mr. John Hardcastle that the said Mr. Thornbrough was not to be any ways bound, oblided, affected, or made liable to any action or damages whatsoever by reason of anything contained in the within written deed as to any of the tenements therein contained save only the malt-kiln, stable and garden.

Inrolled April 30, 1742.

The last Will and Testament of Roger Meynell of the city of York, Esq.

Whereas I have power by my marriage settlement to charge or appoint £2,000 to and amongst all my younger children : I do hereby direct that my younger children shall have £400 apiece at fourteen years of age out of the same, and the other part to go to pay my debts, and what remains to fall into the estate, and if any of the younger children dye, the survivors or survivor to have the share or shares of such as dye at the same time the original portion shall be payable thereout. I constitute my dear wife executrix and residuary legatee of all my personal estate. In witness whereof I have hereunto set my hand this 19th day of April, 1742. I appoint my said dear wife guardian to my children till they arrive at one-and-twenty years of age. Signed, &c., in the presence of us who at the testator's request set our names as witnesses in his presence, Hen. Johnson, Tho. Selbye, Edward Meynell, sworn, Roger Meynell.

Inrolled September 18, 1742.

Indenture May 8, 1742, Christopher Simpson, sen<sup>r</sup>., of Hunthouse in Goatland otherwise Goathland, yeom<sup>n</sup>., Chr. Simpson, jun<sup>r</sup>., son and heir apparent of the said Chr. Simpson, sen<sup>r</sup>., and Margaret his wife, 1.

Joseph Oxley of Glaisdale in the parish of Danby, yeom<sup>n</sup>., 2.

RECITAL of a grant made September 25, 1795 [1695], by the said Chr. Simpson, sen<sup>r</sup>. and Chr. Simpson his father to Nicholas Hall and Michael Johnson of Furnivalls Inn, London, of a farmhold mess<sup>es</sup>. and premises herein-after mentioned to the use of Geo. Hobson of Horsebridge in the county of Durham, gent<sup>n</sup>., and Francis Pearson of Harestone in the lordship of Egton and parish of Lyth for one thousand years.

And of a grant of the said premises made by the said Chr. Simpson, sen<sup>r</sup>., and Chr. Simpson, jun<sup>r</sup>., parties hereunto June 7, 1738, to the said Joseph Oxley, upon trust to pay the said Chr. Simpson, sen<sup>r</sup>., an annuity of £7 for life, in which Indenture there is a proviso for making void the same on



payment of £300 and interest at 4 *per cent.* by the said Chr. Simpson, jun<sup>r</sup>., to the said Joseph Oxley; and of letters of administration of the goods of the said Fr. Pearson, so far as they concerned the said Indenture and the aforesaid premises, obtained by the said Chr. Simpson, jun<sup>r</sup>., after the death of the said Geo. Hobson and Fr. Pearson; and of the assignment of the said premises Oct<sup>r</sup>. 30, 1738 to the said Joseph Oxley for the residue of the said term; and of the sum of £12. 18. for interest now due to the said Joseph Oxley for the said principal sum of £300; and of an agreement between the said Joseph Oxley and the said Chr. Simpson, sen<sup>r</sup>., and Chr. Simpson, jun<sup>r</sup>., for the absolute purchase as well of the said annuity as of the said mortgaged premises.

WITNESSETH in consideration of £312. 18. due to the said Joseph Oxley and of the further sum of £87. 2. paid by the said Joseph Oxley.

Grant by the said Chr. Simpson, sen<sup>r</sup>., and Chr. Simpson, jun<sup>r</sup>., of a farmhold mess<sup>es</sup>. in the manor of Goatland, and all the arrable lands, meadows, pastures, feedings, closes, &c., to the same belonging.

Usual covenants against incumbrances the above recited securities only excepted and foreprized; covenant for further assurance.

Inrolled September 23, 1742.

Indenture August 16, 1742, Jas. Dobson of Eppleby, gent<sup>a</sup>., 1.

Joseph Dobson of the same, gent<sup>a</sup>., his son, 2.

Margarett Colling of Darlington in the county of Durham, spinster, 3.

RECITAL of an Indenture of June 22, 1741 [*see p. 154*]; and that the said sum of £200 is still due and unsatisfied; and of the further sum of £50 which the said Jas. Dobson hath occasion to borrow and the said Marg<sup>t</sup>. Colling hath agreed to advance and lend.

WITNESSETH in consideration of £50 paid by the said Marg<sup>t</sup>. Colling.

Grant by the said James and Joseph Dobson of the said premises, redeemable on payment of £250 and interest at 4½ *per cent.* Feb<sup>r</sup>. 16<sup>th</sup> next.

Inrolled October 25, 1742.

Indenture tripartite December 30, 1742, Jane Houseman of Elvett, in or near the city of Durham, widow, 1.

John Flintoft of Welburn, yeom<sup>a</sup>., 2.

Nicholas Barker of Kirby Mills, Tanner, 3.

WITNESSETH in consideration of £546. 13. 4. paid by the said  
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John Flintoft and of £273. 6. 8. paid by the said Nicholas Barker to the said Jane Houseman.

Grant of a parcel of arable, meadow or pasture ground as the same is now divided into several closes called the Starfitts ; two other closes called Mitton-holmes and Kirk-close, which Starfitts is now divided into four several closes called the Sunburnt-bank, Oaktree-close, Stow-heap-close, and Thistley-close, together with a house or barn standing upon the said Sunburnt-close, together sixty-five acres ; also that parcel of wood ground as the same is now fenced off from the wood and used as a way between Starfitts and Mitton-holme, all in Wellburn in the parish of Kirkdale.

USES : Two undivided third parts thereof to the use of John Flintoft, and the other undivided third part to the use of the said Nicholas Barker.

Usual covenants against incumbrances, except the yearly payment of 20s. to the poor of Wellburn, and also a way to the wood as Tho. Savile, deceased, late owner thereof, used and enjoyed the same, and also except the rents and services &c. ; covenant for further assurance within ten years.

Inrolled January 5, 1742-3.

Indenture tripartite November 11, 1742, Will. Shaw of the city of York, Merchant, 1.

Charles Atkinson of the same, Grocer, eldest son and heir of Jas. Atkinson, late of Seaves in the parish of Brandsby, gent<sup>e</sup>., deceased, 2.

Henry Thompson of Kirby Hall, Esq., 3.

WITNESSETH in consideration of £500 to the said Will. Shaw, and of £100 to the said Charles Atkinson paid by the said Henry Thompson.

Grant by the said Will. Shaw and Charles Atkinson of a mess<sup>es</sup>. wherein the said Jas. Atkinson formerly dwelt ; also the closes called the Laith-field, the Roundhill-close, the Sumer-close *alias* Bonwel-close, the Carr, the two closes adjoining to Craike Wood, in Lower Seaves ; also a mess<sup>es</sup>. and the closes called Applegarth-close, Elmhead, High-closes, Kell, Bean-close, Barley-close, and Kanner-close in Upper Seaves, subject to a proviso contained in an Indenture tripartite of equal date with these presents between the same parties.

Inrolled January 22, 1742-3.

Indenture February 28, 1742-3, Jas. Allan of Thornton Steward, gent<sup>e</sup>., 1.

Tho. Pickersgill of High Burton in the parish of Masham, yeom<sup>e</sup>., 2.

WITNESSETH in consideration of £120 paid by the said Tho. Pickersgill.

Grant by the said Jas. Allen of a mess<sup>rs</sup>. in Thornton Steward, with a garden and orchard on the south side thereof, and a malt-kiln on the east side thereof, a barn and two stables thereto adjoining, with a grass garth on the backside of the said barn with other outbuildings to the said mess<sup>rs</sup>. belonging; a close called Burney-Spotts, four acres, redeemable by the payment of £120 and interest at  $4\frac{1}{2}$  per cent. August 28th next.

Covenants for further assurance and against incumbrances.

Inrolled at New Malton, April 23, 1743.

In name of God Amen. I Elizabeth Ammaday of Great Broughton, widow, do make this my last will and testament in manner following :—I give and devise all my real estate whatsoever, and all sums of money to arise by the sale thereof, to Ralph Grenside of Great Broughton aforesaid, gent<sup>n</sup>., his heirs, &c., subject nevertheless to, and charged with, the payment of my funeral expences and the sum of £50 to my cousin Henry Harper, Esq., at the end of one year next after my decease; £10 to Dorothy daughter of my late uncle Mr. Clement Ladley payable as abovesaid; and a guinea apiece to such of the children of Will. Lee, late of Chancery Lane, London, gent<sup>n</sup>., deceast, as shall be living at the time of my death; and also with the payment of a guinea apiece to my worthy friends John Mayes and Bradshaw Peirson, Esquires, Rob. Warton, Clerk, John Preston, gent<sup>n</sup>., and Mary the wife of Mr. Gabriel Hughes, respectively, to buy them rings: which said several sums charged upon the same premises are the same sums which are secured to be paid to them respectively by an Indenture of bargain and sale bearing date with this my will, and which I do hereby ratify and confirm: and my will is that in case the said Henry Harper his heirs, &c. do controvert or dispute the disposition of my real or personal estate hereby made, or the validity of the said Indenture, or do set up or prosecute any title or demand, either in law or equity or otherwise howsoever, in, or to, all or any part of the real or personal estate now or late belonging to me or to Ann Tracy my late mother other than for the said £50, and do not upon request, and at the charges of the said Ralph Grenside ratify, &c. my said will and the said Indenture and the dispositions hereby respectively made, and join in any sale of the said premises, that then, and in any of the said cases so happening the said £50 or any part thereof shall not be payable to, or paid to the said Henry Harper, but shall go and remain to the said Ralph Grenside: and I do give and devise all my personal estate to the said Ralph Grenside free from the payment of my funeral expences

and of the legacies above-mentioned which my will is shall be charged upon my real estate : and I do hereby constitute and appoint the said Ralph Grenside sole executor of this my will. In witness I have hereunto set my hand &c. this 13th day of August, 1742. Elizabeth Amaiday.

Signed, &c. in the presence of us, Christopher Wayne, Ralph Duck.

Inrolled at length at New Malton, January 16, 1743-4.

Indenture April 5, 1744, Ralph Shaw of Callaly near Alnwick, in the county of Northumberland, gent<sup>n</sup>., 1.

✓ John Johnson of the city of Durham, Doctor of Laws, 2.

RECITAL of a grant made by Rob. Shaw of Newsham, gent<sup>n</sup>., and the said Ralph Shaw his eldest son May 5, 1738, to the said John Johnson of a mess<sup>rs</sup>. in Newsham with the barns, stables and appurtenances ; several closes called West-garth, Middle-garth, Mill-lane, Town-end-close, Little-close, Middle-close, Old-spittle, Middle-leazes, Poak-mill-ings, Jeffray-leazes, six cattlegates and a half in Newsham town pasture ; and a water cornmill, subject to the equity of redemption of the said Ralph Shaw upon payment of £600 Nov<sup>r</sup>. 5th then next ; and of the further sum of £120 this day advanced and lent by the said John Johnson to the said Ralph Shaw, which is hereby declared to be charged and secured upon the said premises.

WITNESSETH in consideration of the premises and of the said £120.

Covenant by the said Ralph Shaw that the said premises shall from henceforth be charged as well with the payment of the said £120 and interest at 4½ *per cent.* as with that of the said £600.

Inrolled August 11, 1744.

In the name of God Amen. I William Liddell of Wycliffe, gent<sup>n</sup>., being infirm in body but of perfect mind and memory, thanks be to God, and knowing the certainty of death and uncertainty of life, do make and ordain this my last will : first I bequeath my soul into the merciful hands of my Saviour Jesus Christ, thro' whose death and passion I hope for salvation, and my body to be buried at the discretion of my executors hereafter mention'd ; and as to such temporal estate which God has bestowed on me I give as followeth : first I give and devise to my dear wife for her natural life an annuity of £20 in lieu of her dowry out of my estate : Item, I leave and bequeath to my son Tho. Liddell £20 *per annum* during his natural life, provided he quitt and renounce all claim or right to what may have been left him by my brother Tho. Liddell : Item, I leave £10 to my cousin Adam Dale of Girklington [Girlington] : Item, I leave all the rest and residue all my

mannors, mess<sup>es</sup>., lands, colliery's, wayleaves and other my hereditaments whatsoever scituate within the several manors, townships, parishes and territories of Ravensworth, Farnaoras, Winton, Newsham and elsewhere in the counties of Durham and York equally to be divided or in equal shares to my sons Cuthbert and William Liddell and my daughter Mary Farrray and their heirs, and in failure of such heirs I leave all to my dear cousin Marmaduke Tunstall of Wycliffe, Esq., or his heirs to dispose of as he shall think fit ; and my will moreover is that no part of my real estate shall be sold by my above-mentioned sons and daughters without the consent of my said cousin Marm. Tunstall, or his heirs ; moreover I leave to John Bayles of Wycliffe one guinea, and to my cousin Adam Dale of Girklington besides the £10 above specified one guinea, and these two jointly with my son Will. Liddell I constitute the executors of this my last will : finally, if after my just debts and funeral expenses are paid there remains any personal estate to me belonging I leave it to my said three executors, but in case my personal estate should not answer my said debts, &c. then and in that supposition, I do hereby empower my said executors to sell or mortgage, with the consent of my abovesaid cousin Marmaduke Tunstall, any part of my real estate as far as is necessary to answer these demands. In witness whereof I have &c. May 9, 1742. Signed, &c. in the presence of Hen. Thwaites, Chris. Thwaites, Elizabeth Smith.

Inrolled January 17, 1744-5.

Indenture February 1, 1744-5, Francis Cholmeley of Bransby, Esq., only brother and heir of Tho. Cholmeley, 1.

Will. Bowes of the city of York, gent<sup>a</sup>., 2.

WITNESSETH in consideration of £155 paid by the said Will. Bowes.

Grant by the said Fr. Cholmeley of the first and next avoidance, donation, collation, nomination, presentation and free disposition of the rectory of the parish church of Bransby in the diocese of York whensoever, howsoever, or by what-means-soever the said rectory shall first happen to become void by death, resignation, deprivation, cession, permutation, dismission or by any other ways or means whatsoever other than that avoidance which may happen by promotion of the present incumbent and his immediate succeeding incumbent or incumbents to a bishopprick, and that the said Will. Bowes shall and may present to the said rectory a fit person, and shall do all other things which to the office and duty of a patron of the said rectory do belong or appertain.

Covenant by the said Fr. Cholmeley to produce and show forth in any court of record or tryal to be had all deeds, evidences, writings touching the same : and in case it shall happen that the said Will. Bowes shall not be able to have and enjoy the full benefit and effect of

the first avoidance of the said church granted as aforesaid, by reason of any defeazible title, or by default or want of title in the said Fr. Cholmeley, covenant to repay the £155 paid as aforesaid, together with all costs and damages that the said Will. Bowes may be put to by reason of a defeazible title &c. ; covenant for further assurance.

Inrolled February 9, 1744-5.

### BOOK H.

To all to whom these presents shall come John Stephen Ingilby of Lawkland, gent<sup>n</sup>. (only son and heir apparent of John Ingilby of Lawkland, Esq., and Troath, his wife, heretofore called Troath Bradshaw), sendeth greeting : Whereas, by Indenture of lease and release of October 5 and 6, 1739, and by a common recovery suffered in pursuance of the covenants therein contained, the manor of Thorpe in the parish of Wycliffe, with the rights, &c. and all the mess<sup>es</sup>., tofts, &c., were (amongst other lands) limited in use to the said John Ingilby for life, with remainder to trustees for his life for supporting contingent remainders, with remainder to the said Troath Ingilby for her life, and after her decease to the use of Josias Dawson and Will. Carr for five hundred years, and after the expiration of the said term to the use of the said John Stephen Ingilby to such uses, &c. as he should direct, and in default thereof, to his use for life with such other remainders over as therein are mentioned : Now know ye that I the said John Stephen Ingilby, by virtue of the power vested in me by the said Indenture have directed, &c., that the said manor and premises shall be to the only proper use and behoof of me, my heirs, &c., for ever. In witness whereof I have hereunto set my hand and seal this 2nd day of May, 1743.

Inrolled July 9, 1743.

Indenture May 3, 1743, John Ingilby of Lawkland, Esq., and Troath his wife, 1.

John Stephen Ingilby, 2.

Josias Dawson of Halton Gill, gent<sup>n</sup>., and Will. Carr of Stackhouse, yeom<sup>n</sup>., 3.

Margery Ann Ingilby of Lawkland, spinster (only surviving daughter of the said John and Troath Ingilby), 4.

Christopher Wilkinson, of Thorpe Hall, Esq., 5.

John Westgarth of Unthank in the county of Durham, gent<sup>n</sup>., 6.

RECITAL of the Indenture of lease and release of Oct. 5 and 6, 1739, as in last deed, in which said Indenture of release is contained a proviso that it should be lawful for the said John Ingilby to charge the said premises with any sum not exceeding £1,400 for the use and benefit of Margery Ann and Mary Alatheia Ingilby, his daughters, and also with two several annuities of £5 apiece for their lives, and to charge the said premises with the further sum of £800 or any lesser sum to such persons and to such uses as he should think fit, so as the said annuities and sums should not be chargeable to the prejudice of the jointure of the said Troath Ingilby, or of an annuity of £10 to Tho. Ingilby, brother of the said John Ingilby; and that the said Mary Alatheia Ingilby had died unmarried, and the said Margery Ann Ingilby is the only surviving daughter of the said John Ingilby; and that the said John and John Stephen Ingilby have agreed with the said Chr. Wilkinson for the absolute sale of the said manor and premises at Thorpe for £3,500, and a competent part of the said purchase money is agreed to be applied in discharge of the portion intended to be raised for the said Margery Ann Ingilby and the said £800, and the said Chr. Wilkinson has taken, or intends to take, conveyance of the premises of the fee simple and inheritance thereof, and the said term of five hundred years is to be assigned to the said John Westgarth in trust for the said Chr. Wilkinson; and that the payment of the said £1,400 and £800 at present will be more convenient for the parties intituled thereunto than that the payment thereof should be respited till after the death of the said John Ingilby, and the said Margery Ann Ingilby in consideration thereof hath agreed to join in conveyances of the said premises to the said Chr. Wilkinson.

WITNESSETH in consideration of the premises.

That in virtue of the said power limited to the said John Ingilby he doth direct that the said £1,400 shall be forthwith paid to the said Margery Ann Ingilby, and the said £800 paid to the said John Stephen Ingilby out of the said £3,500, and on payment of the said sums together with the residue of the said purchase money the said Josias Dawson and Will. Carr shall assign the said premises to the said John Westgarth for the said term of five hundred years in trust for the said Chr. Wilkinson.

WITNESSETH further in consideration of the said premises and of £1,400 to the said Margery Ann Ingilby, and of £800 to the said John Stephen Ingilby, and of £1,300 to the said

John Ingilby and John Stephen Ingilby, paid by the said Chr. Wilkinson.

Grant by the said Josias Dawson and Will. Carr confirmed by the said John, John Stephen, and Margery Ann Ingilby to the said John Westgarth (being a person nominated by the said Chr. Wilkinson), of the said premises for the said term of five hundred years in trust for the said Chr. Wilkinson.

Usual covenants against incumbrances.

Inrolled July 9, 1743.

Indenture May 4, 1743, John Ingilby, John Stephen Ingilby, Margery Ann Ingilby, Rob. Banes, of Mowith Head, gent<sup>n</sup>., eldest son and heir of Ralph Banes, late of the same, gent<sup>n</sup>., who survived Henry Nowell, late of Cappleside, gent<sup>n</sup>., 1.

Chr. Wilkinson, 2.

Lease for one year to found a grant of the manor of Thorp, otherwise West Thorpe, in the parish of Wycliffe, with its rights, &c. and all the mess<sup>es</sup>., closes, and parcels of ground now in the possession of John Summer and Will. Pattinson, which said closes are hereinafter particularly mentioned and described: that is to say, the court-yard and garden, the park, East Swallowfield with Scarr, West Tennant-close, West Swallowfield, Thorp-pasture with Scarr, West Tennant-field, East Peasefield, Eastfield, Northfield, Southfield, Rainfield, Carr, Garfoot-close, Walter-close, East Fawcett's-leazes, West Fawcett-leazes, Far Langstaff-close, Low Langstaff-close, High Langstaff-close-gill, New-laid close, Westmoor, and Eastmoor, together with all houses, &c., mines, &c., Courts Leet, Courts Baron, &c.

Inrolled July 9, 1743.

Indenture May 5, 1743, John Ingilby and Troath, his wife, 1.

John Stephen and Margery Ann Ingilby, Rob. Banes, 2.

Chr. Wilkinson, 3.

Francis Smart, of Grey's Inn in the county of Middlesex, gent<sup>n</sup>., 4.

James Wilkinson of the town and county of Newcastle-upon-Tyne, Merchant, 5.

RECITAL of the agreement for the purchase of the premises mentioned in the last deed.

WITNESSETH in consideration of £3,500.

Grant of the said premises to the said Chr. Wilkinson to the use of the said Fr. Smart, for the making him tenant of the freehold thereof in order to the suffering a common recovery.

Usual covenants against incumbrances except the term vested in Josias Dawson and Will. Carr, and this day assigned in trust for Chr,



Wilkinson and his heirs ; covenant for further assurance within ten years.

Inrolled July 9, 1743.

Indenture May 5, 1743, John Ingilby of Lawkland, Esq., eldest son and heir of Columbus Ingilby, late of the same, Esq., deceased, who was brother and heir at law of Arthur Ingilby, late of the same, Esq., deceased, John Stephen Ingilby, 1.

Will. Dawson, of Langcliff, Esq., son and also executor of the last will of Chr. Dawson, late of the same, gent<sup>n</sup>, 2.

Chr. Wilkinson, 3.

Robert Lodge of Bernard Castle, in the county of Durham, gent<sup>n</sup>, 4.

RECITAL of a grant made by the said Arthur Ingilby, Oct<sup>r</sup>. 7, 1672, to the said Chr. Dawson of the fields called Swallowfield, and Thorpe-Scarr, the closes called Calf-close, Westfield-meadow, Raynesfield-meadow, the close or parcel of arrable ground or leyes called the Faslett-leyes, the close called Garfoots-close, the parcel of meadow ground called the west-end of the Carr's-meadow, the parcel of ground called the High-moor with the meadow thereto belonging, the field called the West Tennants-field, the close called the Priestfield-meadow, all within Thorpe near Teas or Thorpe near Wycliffe, parcel of the manor of Thorpe, for one thousand years ; and of another deed of the same date whereby it was agreed that the said lands should be redeemable by the said Arthur Ingilby on payment of £400 to the said Chr. Dawson ; and that all the principal and interest due on the said mortgage hath been satisfied but no reconveyance hath been executed of the said mortgaged premises ; and that the said Chr. Dawson is since dead intestate [*sic*] having first made his last will and constituted the said Will. Dawson executor thereof ; and of the agreement for the purchase of the fee simple and inheritance of the premises by the said Chr. Wilkinson amongst other things, and that the said term is to be assigned in trust for him, to protect the premises from all mesne incumbrances.

WITNESSETH in consideration of the premises.

Assignment by the said Will. Dawson of the said premises to the said Rob. Lodge, a person nominated and intrusted by the said Chr. Wilkinson for the remainder of the said term.

Usual covenant against incumbrances

Inrolled July 9, 1743

Indenture May 5, 1743, John Ingilby, John Stephen Ingilby, 1.  
Chr. Wilkinson, 2.

RECITAL of the purchase of the manor of Thorpe by the said Chr. Wilkinson.

WITNESSETH : covenant by the said John and John Stephen Ingilby that they will at all times at the reasonable request and proper charges of the said Chr. Wilkinson produce in any court in law or equity or before counsel or commissioners, all the deeds, &c., hereinafter mentioned, so as the same or any of them be not by fire or some other inevitable accident lost or destroyed, that is to say :—Indentures of lease and release of April 1 and 2, 1701, the release made between Arthur Ingilby and Columbus Ingilby his brother, 1 ; John Bennett, Stationer, 2 ; Will. Dawson, gent<sup>n</sup>., 3, whereby the said premises at Thorpe (amongst other things) were conveyed to the use of the said John Bennett for making him tenant of the freehold of the premises in order to the suffering a common recovery thereof, wherein the said Will. Dawson is agreed to be demandant, the said John Bennet, tenant, with voucher of the said Arthur and Columbus Ingilby ; exemplification of a common recovery of the said premises suffered accordingly in Trinity term, 1701 ; a cancelled Indenture of release of Sept<sup>r</sup>. 23, 1701, between Columbus Ingilby, Margery Ingilby, widow of the said Arthur Ingilby, the said John Ingilby and Roger Causfield, 1 ; Will. Bradshaigh, Esq., and Troath his daughter, 2 ; Rob. Scarisbrick, Esq., Will. Dawson, gent<sup>n</sup>., 3 ; Nicholas Kennet, Esq., and Valentine Farington, gent<sup>n</sup>., 4, whereby the said Columbus Ingilby, Margery Ingilby, and Roger Causfield convey the said manor amongst other things to the said Rob. Scarisbrick and Will. Dawson ; Indentures of lease and release of March 1 and 2, 1708, between the said Margery Ingilby, Columbus Ingilby, Will. Bradshaigh, John Ingilby and Troath his wife, Rob. Scarisbrick, Will. Dawson, Nicholas Kennet, Valentine Farington, doctor in physic, Roger Causfield, 1 ; Ralph Banes and Henry Nowell, 2 ; Will. Farington and Will. Dawson, 3, whereby the said Margery, Columbus, John and Troath Ingilby, Rob. Scarisbrick, Will. Dawson, Nich. Kennet, Val. Farington, and Roger Causfield did convey the said manor to the said Ralph Banes and Henry Nowell ; Indenture of lease and release of Oct<sup>r</sup>. 5 and 6, 1739, between the said John and Troath Ingilby, 1 ; John Stephen Ingilby, 2 ; Josias Dawson and Will. Carr, 3 ; Will. Dawson and John Forster, 4, whereby the said John, Troath and John Stephen Ingilby convey the said premises to the use of the said Josias Dawson and Will. Carr, and it is agreed that a common recovery should be suffered of the said manor and premises ; and an exemplification of the said common recovery suffered of the said premises in Hilary term, 1740.

Inrolled July 9, 1743.

Indenture August 6, 1743, John Ingilby, John Stephen Ingilby, 1.  
Sir Miles Stapylton of Myton, eldest son, and administrator of the goods, &c. of Sir John Stapylton, his late father, 2.

Chr. Wilkinson, 3.

Will. Carr, yeom<sup>n</sup>., and John Bailes of Wycliffe, gent<sup>n</sup>., 4.

RECITAL of the Indentures of March 1 and 2, 1708, whereby the said Margery, Columbus, John and Troath Ingilby, and Will. Bradshaigh did assure and convey to the said Ralph Banes and Henry Nowell the manor of Lawkland with its rights, &c. [see above p. 147]; and of an Indenture of assignment of Sept<sup>r</sup>. 1, 1730, reciting as before is recited and that the said John Ingilby had issue the said John Stephen Ingilby his only son, and three daughters: Margery Ann, Mary Alatheia and Isabel, and that the said Isabel being aminded to settle herself the said John Ingilby for the preferment of the said Isabel his daughter had resolved to execute his said power, in consideration of £400 paid him by the said Sir John Stapylton did demise, &c. to the said Sir John Stapylton the said manors, mess<sup>es</sup>., &c. for ninety-nine years, and did charge the said manors, &c. with £400 to the said Sir John Stapylton, with a proviso for making void the said Indenture on payment of the said sum; and that the said Mary Alatheia Ingilby is since dead without having been married, and the said Margery Ann is the only surviving daughter of the said John Ingilby; and that the said Sir John Stapylton is since dead intestate and administration of his goods, &c. hath been granted by the Prerogative Court of York to the said Sir Miles Stapylton; and that the said John and John Stephen Ingilby are intitled to the remainder and reversion of the premises and to the equity of redemption thereof; and that there is now due to the said Sir Miles Stapylton upon the said security £433; and of the agreement of the said Chr. Wilkinson for the purchase of the manor and premises at Thorpe.

WITNESSETH in consideration of £433 to the said Sir Miles Stapylton, and of £3,067 to the said John and John Stephen Ingilby paid by the said Chr. Wilkinson.

Assignment by the said Sir Miles Stapylton ratified by the said John and John Stephen Ingilby to the said Will. Carr and John Bailes of the said manor and premises; and also the said manor of Thorpe for the remainder of the said term.

TRUSTS: As for the manor, mess<sup>es</sup>., &c., at Thorpe in trust for the said Chr. Wilkinson, to attend the reversion and inheritance of the said premises, and to protect the same from incumbrances; as for the

rest of the premises to attend the several uses and estates now in being and to protect, &c.

Covenant of Sir Miles Stapylton against incumbrances.

RECITAL that the said John and John Stephen Ingilby have in their custody the said Indenture of demise so made to the said Sir John Stapylton, and the same doth concern as well the said premises so purchased by the said Chr. Wilkinson as other the said premises belonging to the said John and John Stephen Ingilby, and the said Indenture is intended and agreed to be produced and made use of as there shall be occasion for the manifesting and defending the title as well of the said Chr. Wilkinson as of the said John and John Stephen Ingilby of and to, their several manors, mess<sup>es</sup>., &c.

WITNESSETH further: Covenant by the said John and John Stephen Ingilby to produce the said Indenture as there shall be occasion for manifesting the title of the said Chr. Wilkinson, and not in the meantime to do any wilful act to deface, cancel or destroy the said deed or assignment.

Inrolled August 16, 1743.

Indenture December 7, 1743, Mary Smith of Egton Bridge, in the lordship of Egton and parish of Lyth, widow of Rich. Smith, late of Whitby, gent<sup>n</sup>., Tho. Smith of Egton Bridge, gent<sup>n</sup>., eldest son and heir of the said Richard and Mary Smith, Rich. Smith, one of their younger sons, 1.

James Wilson of Ruswarp, in the parish of Whitby, gent<sup>n</sup>., Rich. Smelt of Stockton, in the county of Durham, Apothecary, 2.

John Heath of Whitby, Master and Mariner, 3.

Henry Paromor of Tooke's Court, in Chancery Lane, in the county of Middlesex, gent<sup>n</sup>., 4.

Robinson Farside, of the same, gent<sup>n</sup>., 5.

John Keld of Egton, Tanner, Will. Sympson of Whitby, Merchant, 6.

Elizabeth Smith, Mary, Everild, Julia, Catherine and John Smith, the younger other children of the said Richard and Mary Smith, all under the age of twenty-one, 7.

RECITAL of the last will of the said Rich. Smith, dated Feb<sup>y</sup>. 7, 1738-9, whereby he did give and devise all his mess<sup>es</sup>., cottages, houses, farms and farmholds, lands, closes, &c., at or near Egton Bridge, to the said Jas. Wilson and Rich. Smelt, upon trust in the first place, that they should suffer his wife Mary to receive an annuity of £30 in lieu of her thirds out of his said estate for life, and that they should permit her to sell and dispose of all the oak, ash and other timber trees then

growing upon the said premises with the approbation of his said trustees, the money arising thereby to be paid and applied by her for the payment of his just debts; and upon the further trust as often as there should be occasion by sale or mortgage of any part of his estate to raise and pay to each of his younger children £100 at the age of twenty-one, and in the meantime to pay all the residue (his said wife's annuity being first paid) of the yearly rents of his said estate unsold or mortgaged for the maintenance, education, and bringing up of all his younger children in such proportions and at such times as his said trustees and his said wife should agree upon and think proper; and after all his younger children should have attained their respective ages of twenty-one then to release or convey unto all his younger children, or to such of them as should be then living and to the heirs of such as should be dead, if any by them left, all the residue of his said estate which should then remain unsold or disposed of for the purposes aforesaid, to take as tenants in common, and not as joint tenants; and that since the death of the said testator the said Jas. Wilson and Rich. Smelt did borrow of the said John Heath £140, and, for securing the payment thereof, did together with the said Mary Smith, by Indentures of lease and release, April 21 and 22, 1740, convey to the said John Heath six closes of meadow or pasture ground called Duckfields, part of the estate of the said Rich. Smith, subject to a proviso of redemption on payment of the said sum, and the said Jas. Wilson did afterwards borrow of the said John Heath for the use of the said Mary Smith £20, and did give the said John Heath a promissory note under his hand, June 12, 1741, for securing the payment thereof; and that both the said sums were applied for defraying the funeral charges of the said Rich. Smith, payment of some of his debts, and supplying the necessities and support of the said Mary Smith and her children; and that the said Rich. Smith was also at the time of his death indebted to several persons: to Ralph White and Francis White of Egton, husband, £200, secured by mortgage for a term of one thousand years of part of the said premises by Indenture of March 14, 1736; to Will. Consett in £40 upon bond dated . . .; to Mr. Tho. Birket a book debt of £10, and to Mr. John Lister a book debt of £8, all which sums, together £258, are still unpaid, with an arrear of interest for the said mortgage and bond; and that the said Tho. Smith, since the death of his said father and the making of

the said mortgage, hath pretended that his late father was only tenant in tail of the lands and hereditaments by him devised as aforesaid, and had no right or power to devise the same or any part thereof, but that upon his death the same descended to the said Tho. Smith as his eldest son and heir of his body, and as such he hath entered upon all the said premises and insists that the mortgage made by the said Mary Smith, Jas. Wilson and Rich. Smelt is void. Nevertheless the said Tho. Smith, for preventing all disputes in the family and for making a provision for his said mother in lieu of her dower, and for his brothers and sisters, and payment of his said father's said debts, and the moneys borrowed as aforesaid of the said John Heath, and for the indemnity of the said Jas. Wilson and Rich. Smelt for their said transactions as trustees under his said father's said will, hath agreed with the said Mary Smith, Jas. Wilson, Rich. Smelt and John Heath to suffer a recovery and barr the intail of his said father's estates and settle the same to the several uses, &c., and upon the trusts and under the provisoes, &c., herein-after mentioned, and the said Rich. Smith, party hereto, who hath since the death of his said father attained his age of twenty-one hath agreed to join in making a good tenant of the precipe and settling the same as aforesaid.

WITNESSETH for the purposes aforesaid.

Grant by the said Mary, Thomas and Richard Smith, Jas. Wilson, Rich. Smelt and John Heath, to the said Henry Paramor, of a mess<sup>rs</sup>., with the outhouses, barns, &c. at a place called Lealum in the said lordship of Egton ; a cottage at Lealum ; several closes called Fossfield, Calf-close, the Spring, Springhight, Starfitt, two closes called the Hagg, four closes called the Twelve Acres, two closes called the Six Acres, one close called the Linton-platt, one close called Beanfield, two closes called the High-fields, a close called Monjea-leas [?], two closes called the Birfitts, and a close called the Mill-close, all at Lealum, containing together ninety-five acres, the newly erected capital mess<sup>rs</sup>., called Bridgeholm Green, with the outhouses, &c., at Egton Bridge ; two other mess<sup>rs</sup>., with the outhouses, &c., at or near Egton Bridge ; several closes called the Holme, the Foggfield, Thistlefield, Haverfield, the Longfield, the Lambfield, the Broadfield, a piece of ground called the Broadfield-lane, a piece of ground called the Loneing, a piece of ground called Hex-lane, a close called Hagg-lease, two closes called the paddocks, two closes called the Pig-hills, three closes called the High-intacks, a close called the Wood-intack, a close called the Ox-close, a piece of ground called Stoney-piece, four closes called Farholmes, a

close called Little-holme, four closes called the High Duck-fields, two closes called Duckfield-leas, a piece of ground called Duckwood, a close called Birkild-close, a piece of ground called the Birkild-close-Carr, a close called the Hage-close, a close called the Cowbank, two closes called the High and Low Colt-crofts, a piece of ground called the Calf-garth, all at or near Egton Bridge, or Bridgeholm Green, containing together one hundred and forty acres to the intent to make him perfect tenant of the freehold of the said premises in order to the suffering a common recovery.

USES : As for the mess<sup>es</sup>., cottage, closes, and premises at Lealum, late the jointure of Eliz<sup>th</sup>. Smith, deceased, late the grandmother of the said Tho. Smith to the use of the said John Keld and Will. Sympson, for nine hundred and ninety-nine years.

After determination thereof to Tho. Smith, his heirs and assigns for ever.

As for the mess<sup>es</sup>., &c. at Egton Bridge, to the use that the said Mary Smith, the mother, may receive an annuity of £30. for life, subject thereunto to the use of the said John Keld and Will. Sympson for one thousand years, after determination thereof to the use of the said Tho. Smith, his heirs and assigns.

TRUSTS : Of one thousand years, in the first place for the better security and payment of the said annuity, and that they, the said John Keld and Will. Sympson shall permit the said Mary Smith to occupy the mess<sup>es</sup>. at Egton Bridge, wherein John Smith, cooper, lately dwelt, also the garden adjoining to the same wherein the little house or house of office stands, and the little orchard adjoining thereto during so many years of the said term as she shall live and shall choose to inhabit the said last-mentioned mess<sup>es</sup>., and that without paying any rent whatsoever, and that they shall, so long as she shall inhabit the said mess<sup>es</sup>., pay all taxes, charges, and assessments, and also shall with all convenient speed, put the said mess<sup>es</sup>. with the appurtenances and the house of office into good and sufficient repair and so keep the same so long as she shall dwell therein, and also during such time to find and provide for her sufficient grass and hay at all times of the year for the keeping and maintenance of a cow in some convenient part of the premises without her paying anything for the same ; also to pay Dec<sup>r</sup>. 24th next to the said John Heath, £160 and all interest due for the same in discharge of the said mortgage and note, and also to pay £200 to the said Ralph and Fr. White, and to pay the said Will. Consett £40 and the interest in discharge of the said bond, and pay the said Tho. Birkett and John Lister the said £10 and £8 ; and to pay the said Rich. Smith, Feb<sup>r</sup>. the 2nd next £100 with interest from Nov<sup>r</sup>. 3rd, 1741, when he attained the age of twenty-one years, in full satisfaction of all gifts, &c. given to him by the last will of his said

father, and likewise to pay him the further sum of £20 towards setting him up in his trade or otherwise advancing him in the world : to pay the said Elizabeth, Mary, Everild, Julia, Catherine, and John Smith, £100 apiece, in full satisfaction &c. : and to raise £4 apiece for the maintenance and education of the said Elizabeth, Mary, Everild, Julia, and Catherine Smith until they respectively attain the age of twenty-one, and pay the same into the hands of the said Mary Smith, their mother, to be applied as she shall think fit ; and in case the said Mary Smith, the mother, shall happen to die during the minority of any of the said younger children, to pay to each of the said daughters who shall then be under the age of twenty-one, the yearly sum of £7. apiece, and to the said John, the yearly sum of £15 for their respective maintenance and education, and such further yearly sums for their maintenance as the said Jas. Wilson and Rich. Smelt shall think fit so as in the whole there be not paid for their said maintenance above £50 yearly : and in case any of the younger children die before attaining the age of twenty-one, the £100 which should have been paid shall be paid equally among the survivors : and in case any of the said younger children when they respectively attain the said age shall not at the reasonable request, cost and charges of the said Tho. Smith make, seal and deliver unto him a good and sufficient release of his, her or their estate, claim, &c. in or to the same premises, by virtue of the said will of the said Rich. Smith, every such younger child shall forfeit and loose all his or her right, &c. to the said £100.

TRUSTS of nine hundred and ninety-nine years limited to the said John Keld and Will. Sympson of the premises at Lealum : In trust for the said Jas. Wilson and Rich. Smelt as tenants in common, to save and keep them harmless against all actions, suites, &c. that shall be prosecuted against or arise unto them on account of the said mortgage made by them as aforesaid, or the said note made by the said Jas. Wilson, or by reason of their executing this present Indenture, or of their having in any wise acted in the trusts reposed in them by the said will of the said Rich. Smith, or on account of their having in any way intermeddled with the real estate of the said Rich. Smith, provided that they not having been before that time sued, molested, &c., the said John Keld and Will. Sympson shall suffer the said Tho. Smith to receive to his own use, the rents, &c. of the said premises until they shall be molested, &c. : the said trustees not to be chargeable with any sums of money but what they shall respectively actually receive, or for the acts, neglects, receipts or defaults of each other, and they shall be paid out of the rents, &c., all such costs, &c., as they shall sustain about the management and execution of the said trusts.

Inrolled February 18, 1743-4.



Indenture, September 19, 1743, Tho. Sturdy of the city of York, gent<sup>n</sup>., son and heir apparent of Jordan Sturdy, late of Farlington, yeom<sup>n</sup>., deceased, 1.

Will. Bowes of the city of York, gent<sup>n</sup>., 2.

WITNESSETH in consideration of £400 paid by the said Will. Bowes.

Grant by the said Tho. Sturdy of a mess<sup>es</sup>. in Farlington with the barns, stables, &c. ; closes called High-close, Newlaid-close, Bingley-close, Great Bingley-close, four closes called Humble-closes.

Power of redemption by payment of £400 and interest at 4 *per cent.*, March 19th next.

Usual covenants against incumbrances ; covenant for further assurance.

Inrolled February 22, 1743-4.

Indenture February 25, 1744-5, Will. Bacon of Newton Cap in the county of Durham, Esq., surviving trustee of the last will of Roger Meynell, sen<sup>r</sup>., late of Kilvington and afterwards of the city of York, Esq., deceased, 1. ✓

George Hassel of Ripon, gent<sup>n</sup>., Edward Carter of Allathorpe, gent<sup>n</sup>., 2.

Lease for one year to found a grant release of the moiety of the manor of Yafforth in the parish of Great Danby with the rights, &c., and all the mess<sup>es</sup>., farms, lands, &c., taken or known to be part thereof, all which said premises were formerly the estate of Peter Middleton, Esq., together with all commons, fishings, Courts Baron, Courts Leet, &c.

Inrolled March 22, 1744-5.

Indenture February 26, 1744-5, Geo. Meynell of the city of York, Esq., Edward Meynell of the same, Doctor of Physick, the younger sons of Roger Meynell, sen<sup>r</sup>., 1.

Edward Charlton of Hesleyside, in the county of Northumberland, Esq., administrator of the goods, &c. of Roger Crofts of East Appleton, Esq., deceased, 2.

Ann Meynell of the city of York, widow and sole executrix of the will of the said Roger Meynell, Jas. Thornton of Neither Witton, in the county of Northumberland, Esq., who married Elizabeth Meynell, one of the daughters of the said Roger Meynell, 3.

Geo. Hassell and Edw. Carter, 4.

Gregory Elsley of Patrick Brompton, Esq., 5.

RECITAL of a settlement made June 6, 1708, before the marriage of the said Roger Meynell with the said Ann, whereby a term of three hundred years was limited to the said Roger Crofts

and Tho. Gill of Ripon, of and in the moiety of the manor of Yafforth, with its rights, &c., charged with an annuity of £50 to the said Ann Meynell for life, upon trust for the raising £2,000 for the portions of the younger children, to be equally divided amongst them, unless the said Roger Meynell should otherwise divide and order the same; and that the said Roger Croft survived the said Tho. Gill, whereby the said term is vested in the said Edw. Charlton; and of the will of the said Roger Meynell dated March 8, 1735, which recited that God had been pleased to bless him with a son and several younger children, to wit:—Roger Meynell his eldest son, George and Edw. Meynell, Mary the wife of Tho. Selbye, Esq., Margaret, Ann, and Elizabeth Meynell; and that he had already advanced and preferred his said daughters Mary and Margaret with portions far superior to their shares of the said £2,000, the same being in lieu thereof: therefore he did by his said will order that the said sum should be divided amongst his younger children, George, Edward, Ann, and Elizabeth; and the said testator did give the said moiety of the manor of Yafforth (charged with the said annuity to the testator's wife and the said £2,000) and also other the premises in the said will mentioned to Geo. Meynell of Aldbrough, Esq., since deceased, Will. Bacon of Newton Cap, Esq., and John Mayes of the Freerage near Yarm, Esq., since deceased, upon trust with all convenient speed after his death to make sale of the said moiety of the said manor and lands and other the real and personal estates to them thereby bequeathed, and with the money thereby arising to pay all his just debts, legacies and funeral expences, and the reasonable charges of the said trustees in the execution of the trusts in them reposed, and to pay the residue amongst his younger children, George, Edward, Ann, and Elizabeth: to his daughters at the respective days of their marriages so much as should make up their shares of the said £2,000 already provided for them as above to £1,250 apiece for their respective portions, and the rest of the said money to the said George and Edward Meynell: if either of the said daughters should die unmarried her share to be paid to the surviving daughter: if either of the sons should die his share to be divided among the survivors of the said four younger children: if either of the said daughters should take to a retired life and settle herself beyond the seas, £500 to be paid to her and no more, and the remainder of the money she would have been intitled to in case she had married to be paid

to the other daughter; and the said testator did by his said will bequeath to his said wife Ann £200, to be paid out of the money arising by the sales above mentioned, and the further sum of £100 to be by her disposed of as he should by word or writing direct, to be charged as aforesaid; and that the said Ann Meynell, daughter to the said testator, hath taken to a retired life and settled herself beyond the seas and has received the said £500 directed to be paid to her in such case; and that the said George and Edward Meynell and Ann Meynell, widow, with the approbation of the said Will. Bacon, have sold the said premises to the said Geo. Hassell and Edw. Carter.

WITNESSETH: Assignment by the said Edw. Charlton at the request of the said Geo. Meynell, the said Edw. Meynell, Ann Meynell, widow, and Jas. Thornton by the appointment of the said Geo. Hassell and Edw. Carter to the said Gregory Elsley of the said premises for the rest of the said term in trust for the said Geo. Hassell and Edw. Carter.

Covenant by the said Edw. Charlton against incumbrances.

Inrolled March 22, 1744-5.

Indenture February 26, 1744-5, Will. Bacon, 1.

Ann Meynell, widow, 2.

George and Edw. Meynell, Jas. Thornton, 3.

Geo. Hassell and Edw. Carter, 4.

RECITAL of the marriage settlement and of the will of Roger Meynell recited in the last Indenture; and that the said Ann Meynell, daughter of the said Roger Meynell, hath taken to a retired life and settled herself beyond the seas, and has received the said £500 directed to be paid to her in that case, whereby £2,000 is due and payable to the said Jas. Thornton in right of the said Elizabeth his wife out of the moneys arising by the sale of the said premises, and that the said Ann Meynell the widow, Geo. Meynell and Edward Meynell, who are intituled by the said will to the residue of the said money arising by the sale of the real and personal estate, by the said recited will directed to be sold, after the payment of the said testator's debts, &c., have with the consent of the said Will. Bacon sold the said premises in Yafforth and Great Danby free from incumbrances to the said Geo. Hassell and Edw. Carter for £4,200, being the best price that could then be gotten for the same.

WITNESSETH in consideration of £600 to the said Ann Meynell,

£1,600 to the said Geo. Meynell and Edw. Meynell, and  
£2,000 to the said Jas. Thornton by the said Geo. Hassell  
and Edw. Carter paid.

Grant by the said Will. Bacon, Ann Meynell, widow, Geo. Meynell,  
Edw. Meynell and Jas. Thornton of the said premises.

Usual covenants against incumbrances except the rents (if any) and  
services to the chief lord of the fee ; covenant for further assurance ; cove-  
nant on the part of the said George and Edw. Meynell to prove the said  
will in the High Court of Chancery and cause the testimony of the surviv-  
ing witnesses to be perpetuated in the said court, and the handwriting of  
the witnesses that are dead to be proved in the same court.

Inrolled March 22, 1744-5.

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### BOOK I.

Indenture April 26, 1745, Charles Atkinson of the city of York,  
grocer, son and heir of James Atkinson, late of Seaves in the parish of  
Bransby, gent<sup>n</sup>., Ursula, wife of the said Charles, Elizabeth Atkinson  
of the said city, widow, his mother, Charles Atkinson of the said city,  
surgeon, his son and heir apparent, 1.

The Right Hon. Thomas, Lord Viscount Fauconberg, Baron of  
Yarm, 2.

Lease for one year to found a grant and release of a mess<sup>es</sup>. wherein  
the said Jas. Atkinson lately dwelt ; the closes called the Laith-field,  
the Round-hill-close, the Summer-close, otherwise Bonwell-close, the  
Carr (which two last closes adjoin to Crake wood), all in Lower Seaves  
in the parish of Brandsby ; a mess<sup>es</sup>. and farmhold, the closes called the  
Applegarth-close, Elmhead, High-close, Kell, Bean-close, Barley-close,  
and Kanner-close in Upper Seaves.

Inrolled May 8, 1745.

Indenture April 27, 1745, same parties.

WITNESSETH in consideration of £1,440 paid by the said Lord  
Viscount as follows : £342 to the said Charles Atkinson the  
father, his said wife and son, £654 secured to be paid by the  
direction of the said Charles Atkinson his said wife and son,  
to Henry Thompson, Esq., in discharge of the moneys and  
interest due to him on his mortgage of the said premises ;  
£444 secured to be paid amongst the said Elizabeth,  
Charles Atkinson the father, his said wife and his children.

Grant by the said Charles Atkinson, his said wife, mother and son,  
of the premises comprised in the last deed.

Usual covenants against incumbrances save the rents and services to the chief lord of the fee ; covenant for further assurance.

Inrolled May 8, 1745.

Indenture April 8, 1745, William Williamson of Newton Morrell in the parish of Barton St. Cuthbert, yeom<sup>n</sup>., 1.

Christopher Richardson, jun<sup>r</sup>., of Middleton-One-Row, yeom<sup>n</sup>., 2. ✓

RECITAL of grant made August 8, 1741, by Cuthbert Watson, John Wardell and the said Will. Williamson to the said Chr. Richardson of premises at Barton St. Cuthbert [*see* p. 155] ; and that the said Chr. Richardson, jun<sup>r</sup>., hath this day advanced and lent to the said Will. Williamson the further sum of £60 which is to be charged and secured upon the premises in such manner as herein-after is mentioned.

WITNESSETH in consideration of the premises and of the said £60 that the said premises shall hereafter be charged as well with the payment of the said £60 and interest as with the payment of the former sum of £300 and interest secured by the said recited indenture, and that the said Will. Williamson shall not at any time hereafter claim any power or advantage of the equity of redemption of the said premises without first paying the said £360.

Inrolled August 12, 1745.

Indenture August 15, 1745, Francis Cholmley of Bransby, Esq., 1.

Peter Johnson of the city of York, Esq., Peter Johnson, jun<sup>r</sup>., of the same, Esq., 2.

Lease for one year to found a grant and release of the manors of Bransby and Steersby with their rights, &c. (except the advowson and right of patronage of the parish church of Bransby, and a parcel of ground called Bransby Dale, parcell of Bransby Common and sometime parcel of Bransby Warren) ; the capital mess<sup>es</sup>. called Bransby Hall, and all the lands and hereditaments thereto belonging, and all other the mess<sup>es</sup>., cottages, &c., in Bransby and Steersby, and in Foulrice in the parish of Bransby, which descended or came to the said Fr. Cholmley in possession, remainder, or reversion, upon the decease of Tho. Cholmley his deceased elder brother.

Inrolled January 27, 1745-6.

Indenture August 16, 1745, Francis Cholmley, 1.

The Right. Hon. Thomas, Lord Viscount Fauconberg, Baron of Yarm, Charles, Lord Viscount, and Baron Fairfax of Emley, in the kingdom of Ireland, Francis Lord Midleton, Baron of Midleton, 2.

Peter Johnson and Peter Johnson jun<sup>r</sup>., 3.

Mary Berkeley of the town and county of Nottingham, widow, 4.

RECITAL of intended marriage between the said Fr. Cholmley and Mary Berkeley.

WITNESSETH in consideration of the said intended marriage, and of the jointure and fortune which the said Fr. Cholmley will be intitled to in right of the said Mary, and for the making a competent provision for their issue and for the said Mary, and for settling the manors and premises herein-after mentioned to the uses herein-after expressed, and so as the same may continue in the name and family of the said Fr. Cholmley so long as it shall please Almighty God.

Grant by the said Fr. Cholmley to the said Peter Johnson, sen<sup>r</sup>., and Peter Johnson, jun<sup>r</sup>., of the manors, &c. comprised in the last deed.

USES : As to the mess<sup>es</sup>., farms, &c., now in the possession of Will. Ratcliffe, John Myres, Will. Hardwick, Widow Brown and Edmund Frankland, at several rents amounting to £200. 5. to the use of the said Fr. Cholmley, his heirs and assigns for ever ; as for the rest of the premises to the use of Fr. Cholmley for life ; remainder to Peter Johnson, sen<sup>r</sup>., and Peter Johnson, jun<sup>r</sup>., to support contingent uses ; remainder subject to an annuity of £100 to the said Mary for life, if there be children of the marriage, if there be no children or no sons, and she survive Elizabeth Anne, widow of the said Tho. Cholmley, a further annuity of £100 for life.

Subject thereunto, and to a strict settlement in tail male, to the use of the said Lord Viscount Fauconberg, Lord Viscount Fairfax and Lord Midleton for five hundred years.

TRUSTS : To raise portions for younger children : £3,000 for daughters ; £3,000 for younger sons ; any daughter or younger son chusing to live retired beyond the seas to have £500 and an annuity of £5 in full for his or her portion, and the residue to be divided amongst the other daughters and younger sons, if £500 apiece with the value of such annuity shall not remain out of the said £3,000 for each of the rest of the daughters and younger sons, then so much only to be paid to the son or daughter going beyond the seas as will leave the like provision or more for the rest of the said daughters or younger sons.

Power to Fr. Cholmley to lease.

Usual covenants against incumbrances except an annuity of £180 to the said Elizabeth Anne Cholmley ; covenant for further assurance.

Power to Fr. Cholmley at his will and pleasure during his life to sell and dispose of all or any of the trees or wood growing on any part of the premises to any persons whatsoever, and in the contracts or agreements for such sales to give the purchaser thereof any term for selling, cutting, ordering, and carrying away the same not exceeding

seven years from the time of the contract, and all purchasers thereof shall have free liberty to fell, &c., the same notwithstanding the said Fr. Cholmley may happen to die in the mean time.

Inrolled January 27, 1745-6.

Indenture June 26, 1746, Mark Briggs of Markington, blacksmith, 1.

Will. Bains of Langwith in the parish of Well, yeom<sup>n</sup>., 2.

WITNESSETH in consideration of £60 paid by the said Will. Bains.

Grant by the said Mark Briggs of a mess<sup>es</sup>. at Cathorpe and a little garth on the backside thereof; a mess<sup>es</sup>. and a close of meadow or pasture ground called Bury-hills, five roods; a garth or croft of meadow ground called West-garth, half an acre, together with all houses, &c.

Usual covenants against incumbrances; covenant for further assurance within seven years.

Inrolled July 10, 1746.

Indenture April 16, 1746, Thomas Sturdy of Callilay in the county of Northumberland, gent<sup>n</sup>., son and heir of Jordan Sturdy, late of Farlington, yeom<sup>n</sup>., 1. ✓

Matthew Linton of Stillington, gent<sup>n</sup>., and Ursula his wife (which said Ursula was the widow and relict of the said Jordan Sturdy), 2.

John Cooper of the city of York, linnendraper, and Dorothy his wife, 3.

Mark Kempley of Farlington, yeom<sup>n</sup>., and Ann his wife, 4.

Peircy Pattison of the city of York, tallow-chandler, and Ursula, his wife, 5 (which said Dorothy, Ann, and Ursula were the daughters of the said Jordan Sturdy).

Will. Featherstonhaugh of Stillington, gent<sup>n</sup>., 6.

RECITAL of an agreement between the said Will. Featherstonhaugh and the said Tho. Sturdy for the absolute purchase of a mess<sup>es</sup>. and farm, herein-after conveyed to him for £1,220, subject to a mortgage for £400 formerly made by the said Tho. Sturdy to Will. Bowes of the city of York, gent<sup>n</sup>.; and of the further agreement that the said Will. Featherstonhaugh shall retain in his hands £400, part of the said £1,220, to discharge the said mortgage, all interest for the same having been paid by the said Tho. Sturdy.

WITNESSETH in consideration of £820.

Grant by the said Tho. Sturdy, Matthew and Ursula Linton, John and Dorothy Cooper, Mark and Ann Kempley, Peircy and Ursula Pattison, of a mess<sup>es</sup>. in Farlington, together with all garths, gardens, &c.; and the closes called High-close, Newlaid-close, Little-Bringley-

close, Great-Bringley-close, and four closes called Humble-closes, together with all ways, &c.

Covenant against incumbrances except the said mortgage ; covenant for further assurance within ten years.

Inrolled July 30, 1746.

Indenture July 16, 1746, James Dobson of Eppleby, gent<sup>a</sup>., Joseph Dobson of the same, gent<sup>a</sup>., his eldest son and heir apparent, Rich. Thompson of the city of York, clerk, Will. Thompson of the said city, gent<sup>a</sup>., 1.

Richard Shuttleworth of Forcett, Esq., 2.

Lease for one year to found a grant release of a mess<sup>es</sup>. in Eppleby on the west side of the said town adjoining to the common pin-fold there, with the garth or garden on the backside of the said mess<sup>es</sup>. ; also the close called Thornberry, six acres ; a close or parcel of meadow ground lately divided into two closes, called the Bottoms, twelve acres ; a meadow close called Brigg-croft-ing ; a garth called Town-end-garth, half an acre, together with all houses, &c.

Inrolled September 7, 1746.

Indenture July 17, 1746, James Dobson, Jane his wife, and Joseph his son, 1.

Richard Thompson, William Thompson, Jerom Dring of the city of York, gent<sup>a</sup>., and Ann his wife, 2.

Richard Shuttleworth, 3.

RECITAL of a mortgage whereon there is due to the said Richard and William Thompson, £309. 3. 6, being the proper money of the said Jerom and Ann Dring ; and of an agreement for the absolute purchase by the said Rich. Shuttleworth of the said premises together with other lands of the said James and Joseph Dobson for £450, out of which the said sum so due to the said Richard and William Thompson is agreed to be satisfied and discharged.

WITNESSETH in consideration of £309. 3. 6. to the said Richard and William Thompson, and of £140. 16. 6. to the said James and Joseph Dobson paid by the said Rich. Shuttleworth.

Grant by the said Richard and Will. Thompson and James and Joseph Dobson of the premises mentioned in the last deed.

Usual covenants against incumbrances ; covenant for further assurance within ten years.

Inrolled September 9, 1746.



Indenture July 17, 1746, James and Joseph Dobson, 1.  
Rich. Shuttleworth, 2.

Lease for one year to found a grant release of a cottage and garth called Fishburn-garth, *alias* Ovington-garth, one acre, in Eppleby.

Inrolled September 9, 1746.

Indenture July 18, 1746, James Dobson, Jane his wife, Joseph Dobson, 1.

Richard Shuttleworth, 2.

RECITAL of an agreement for the purchase by the said Rich. Shuttleworth of the lands herein-after mentioned to be conveyed, and also for the absolute purchase of several other lands and tenements in Eppleby for £450; and of the payment by the said Rich Shuttleworth to Richard and Will. Thompson of £309. 3. 6. by the direction and for the proper debt of the said James Dobson.

WITNESSETH in consideration of the premises and of £140. 16. 6. paid to the said James and Joseph Dobson.

Grant by the said James and Joseph Dobson of the premises comprised in the last lease.

USES: As to the cottage and little garden with a cowhouse and stick yard to the use of the said James Dobson and Jane his wife for life, and for the jointure of the said Jane; after the decease of the survivor of them as to the said cottage, &c., and all other the premises hereby released to the use of the said Rich. Shuttleworth his heirs and assigns for ever.

Usual covenants against incumbrances; covenant for further assurance within ten years.

Inrolled September 10, 1746.

Indenture May 1, 1746, James Allen of Thornton Steward, gent<sup>n</sup>, 1.

Thomas Pickersgill of High Burton in the parish of Masham, yeom<sup>n</sup>, 2.

WITNESSETH in consideration of £280 paid by the said Tho. Pickersgill.

Grant by the said James Allen of a close called Craythorne-ings, twelve acres, at Thornton Steward, together with all ways, &c.

Power of redemption by payment of £280 and interest Nov<sup>r</sup>. 11 next.

Usual covenants against incumbrances; covenant for further assurance.

Inrolled September 20, 1746.

## INROLLMENTS, BOOK A.

Indenture June 19, 1719, Mary Berry of Beedall, widow, Will. Binks of Richmond, gent<sup>l</sup>., 1.

John Autherson of Fencodd in the parish of Kirby Fleetham, cordwainer, and Richard Autherson of the same, cordwainer, 2.

Lease for one year to found a grant and release of a mess<sup>g</sup>. lately erected, a parcel of pasture, meadow, or tillage ground, now divided into two closes, nine acres, called Ashcrook or Ashtreecrook, in Aiskew in the parish of Beedall, together with all houses, &c.

Inrolled before Wm. Reveley, H. Frankland.

Indenture June 20, 1719, Mary Berry, Will. Binks, Joseph Binlows of Beedall, gent<sup>l</sup>., and Mary his now wife, Margaret Binks of Richmond, spinster, 1.

John Autherson, Richard Autherson, 2.

WITNESSETH in consideration of £130 paid by John and Rich. Autherson.

Grant by the said Mary Berry, Will. Bincks, Joseph Binlowes and Mary his wife, and Marg<sup>t</sup>. Bincks, of the premises comprised in the last deed for the remainder of a term of three thousand years.

Usual covenants against incumbrances except the rents and services to the chief lord of the fee; covenant for further assurance within seven years.

Inrolled in the Register's office at Thirske for the North Riding, August 10, 1719.

In the name of God Amen. I Margarett Binks of Richmond, spinster, do make, ordain and constitute this my last will and testament in manner and forme following : First I bequeath my soul to God, my Creator and Redeemer, and my body to the earth, to be decently buried at the discretion of my executors hereafter named ; item, I give to my cozen Anne Burnett 50s. a year, the first payment to be made one year after my death, and so continued yearly during her natural life ; item, I give to my cosin Katherine Jackson 50s. a year, &c. ; item, I give to my cosin John Edisford a guinea ; item, I give to my nephew William Bincks a guinea ; item, I give to my niece Mary Bindloss the elder a guinea ; item, I give to my niece Mary Bindloss the younger, £40 ; item, I give to my niece Anne Bindloss £5 ; item, I give to my niece Magdalen Bindloss £5 ; item, I give to my dear sister, Mary Bury, widow first of my dear brother Francis Binckes, and now widow of Rob. Bury, late deceased, all my freehold estate, as houses, lands, and tenements, to her and her heirs for ever ; I also give the said Mary Bury all my

personal estate, with full power to call in my debts ; and lastly, I do make the said Mary Bury and Will. Lidster of Malton, gent<sup>n</sup>., my sole executors. Witness my hand, this last day of November, 1719, Margaret Bincks.

Inrolled November 23, 1720.

Indenture July 12, 1720, Mary Bury, Will. Binckes, 1.

Edmund Gage of the city of London, gent<sup>n</sup>., 2.

Lease for one year to found a grant of a burgage mess<sup>rs</sup>. with a garth or garden on the backside thereof, and all houses and buildings thereto added and built by Mrs. Marg<sup>t</sup>. Bincks, late of Richmond, in Richmond in a certain street or place there called Pottersgate, with all houses, &c.

Inrolled November 23, 1720.

Indenture July 13, 1720, same parties.

WITNESSETH in consideration of £40 paid by the said Edmund Gage.

Grant by the said Mary Bury and Will. Bincks of the said burgage mess<sup>rs</sup>., &c.

Usual covenants against incumbrances ; covenant for further assurance.

Inrolled November 23, 1720.

Indenture July 13, 1720, Mary Bury, 1.

Will. Binckes, her son, 2.

Lease for one year to found a grant and release of the free burgage mess<sup>rs</sup>. wherein the said Will. Binkes now lives, with the gardens, stables, malt-kilns, malt-milns, backsides, and yards in Richmond, in a street called Frenchgate ; also two garths or paddocks of meadow ground on the backside of the said mess<sup>rs</sup>. adjoining on a place called Riders Wiend on the south, and a place called the Back of the Fryars on the west ; three closes of meadow ground in the Eastfield of Richmond ; three roods of meadow ground in the Westfield of Richmond ; also one rood of meadow ground in the said Westfield, all which lands, &c., were lately the lands and inheritance of Margaret Bincks, late of Richmond, with two beast-gates in Richmond town-pasture called Whitcliffe, and other rights to the said premises belonging.

Inrolled November 24, 1720.

Indenture July 14, 1720, same parties.

WITNESSETH in consideration of the natural love and affection that the said Mary Bury hath and beareth towards and for the said Will. Binckes, and for his better preferment and maintenance in the world, and in pursuance of a confidence placed and reposed in the said Mary Bury by Margarett Binckes,

Grant by the said Mary Bury of the premises comprised in the last lease.  
Usual covenants against incumbrances ; covenant for further assurance.

Inrolled November 24, 1720.

Indenture October 18, 1720, Roger Meynell of North Kilvington, Esq., 1.

George Cowper of Thirske, carpenter, 2.

Lease for one year to found a grant of a mess<sup>rs</sup>. now into two dwelling-houses being divided in Kirkgate in Thirske, with all houses, &c.

Inrolled December 14, 1720.

Indenture October 19, 1720, same parties.

WITNESSETH in consideration of £120 paid by the said Geo. Cowper.

Grant by the said Roger Meynell of the premises comprised in the last lease.

Usual covenants against incumbrances, the rents, &c., to the chief lord of the fee excepted and foreprized ; covenant for further assurance within seven years.

Inrolled December 14, 1720.

Indenture November 16, 1720, Will. Salvin of Newbiggin, Esq., Edward Saunders of the city of York, gent<sup>n</sup>., 1.

Henry Waite of the same city, cutler, 2.

WITNESSETH that for rectifying an omission of inrolling a conveyance of the premises herein-after mentioned within the time it ought to have been inrolled by law.

Grant by the said Will. Salvin and Edw. Saunders of the moiety of the farms formerly in the possession of Will. Patten and Will. Woodward in Gromont in the parish of Lyth, subject to the proviso contained in an indenture of June 11 last between the said Edw. Saunders and Henry Waite.

Inrolled December 14, 1720.

Indenture November 3, 1720, John Nandyke of Richmond, gent<sup>n</sup>., son and heir of James Nandyke, who was son and heir of William Nandyke by Katherine his wife, which said Katherine was eldest and only surviving daughter and also heir of James Ascough of Middleton-One-Row in the county palatine of Durham, gent<sup>n</sup>., 1.

Thomas Maynard of Yarme, gent<sup>n</sup>., 2.

WITNESSETH in consideration of £70 paid by the said Tho. Maynard.

Release by the said John Nandyke of the several mess<sup>rs</sup>., cottages,

lands, &c., with their rights, &c., in Newby, which said premises were heretofore purchased from Allan Ascough by the said Tho. Maynard.

Usual covenants against incumbrances; a covenant for further assurance.

Inrolled March 14, 1720-21.

Indenture February 1, 1720-21, James Blake of the city of London, gent<sup>n</sup>., 1.

Edward Slaughter of the city of London, gent<sup>n</sup>., Tho. Oastler of Farnham, yeom<sup>n</sup>., 2.

Lease for one year to found a grant and release of a mess<sup>es</sup>. and three closes called the Queen's Ground, ten acres, together with two cattle-gates in Aisgarth Cow-close, which mess<sup>es</sup>., &c., are reputed to be part of the manor of Middleham, and are situate in the township of Aisgarth, formerly purchased of the city of London, and is of the annual rent of 8s. ; also a mess<sup>es</sup>., two closes called the Garths, two acres of arable and meadow ground ; a close called Hesley, four acres ; with a house or barn therein erected ; a close called Fitts-close, three acres ; a peice of ground set forth with marks and bounds, ten yards square every way, in the close called Kevock, all which last-mentioned premises are esteemed to be part of the lands of the late Lord Scroope, Earl of Sunderland, deceased, and are likewise in the parish of Aisgarth, and of the annual rent of 5s. 10d., with all such cattle-gates or herbage for cattle in the aforesaid field or pasture-ground called the Cow-close, according to the proportion or stint of the ancient yearly rent of 6s. 6d., together with all houses, &c.

Inrolled April 20, 1721.

Indenture February 2, 1720-21, James Blake, 1.

Edward Slaughter and Thomas Oastler, 2.

RECITAL of a grant made June 19, 1609, [*sic*] by Edw. Winnington of Preston, yeom<sup>n</sup>., and Jane his wife to Marg<sup>t</sup>. Binks of Richmond, spinster, of the premises comprised in the last lease in consideration of £100 ; and of an indenture of defeazance of the same date, whereby the said Marg<sup>t</sup>. Binks did covenant to reconvey the said premises to the said Edw. and Jane Winnington on receipt of £104. 10. June 19, then next ; and of an indenture of covenant of January 27, 1699, whereby the said Edw. and Jane Winnington did covenant in the then present Hilary term to levy a fine *sur cognizance de droit come ceo* unto the said Marg<sup>t</sup>. Binks ; and that the said £104. 10. was not paid by the said Edward and Jane Winnington at the said appointed date, whereby the estate of the said Marg<sup>t</sup>. Binks of and in the premises became absolute ; and of an

indenture of June 19, 1700, whereby the said Edw. and Jane Winnington did acknowledge themselves to have had, over and above the said £100, the further sum of £100 of the said Marg<sup>t</sup>. Binks, and fully agreed that the said further sum of £100 should be deemed to be part of the consideration of the said in part recited indenture, making in all £200, and the said Edw. and Jane Winnington should not then-after have any equitable right, trust, or liberty of redemption of the premises until the said £200, with lawful consideration for the same and all other necessary charges, expences, and disbursements laid out by the said Marg<sup>t</sup>. Binks for and about the premises should be paid, and in case they should not pay the said sum, &c., on or before June 24, 1702, she should not be compellable at any time after to accept the same, but they did thereby disclaim all suites in equity, neither should nor would they be releivable in any court of equity or elsewhere concerning the premises; and of a memorandum or indorsement made May 6, 1709, on the back of the said last indenture, whereby the said Edw. Winnington did acknowledge himself to have had of the said Marg<sup>t</sup>. Binks the further sum of £22, and did declare that the said indentures should be a security as well for the said £22 as for the aforesaid £200, and that he should not then-after have any equitable power of redemption until £222 should be paid; and of indentures of lease and release of August 14 and 15, 1717, whereby the said Marg<sup>t</sup>. Binks did grant to the said Jas. Blake all the said premises.

WITNESSETH in consideration of £246. 5. paid by the said Edw. Slaughter and Tho. Oastler.

Grant by the said Jas. Blake of the said premises.

WITNESSETH further: Assignment by the said Jas. Blake of all such estate, &c., as he has in the premises by virtue of a deed poll or release of November 19, 1708, made from Jane Catterall of West Witton, widow of John Winnington, father of the said Edw. Winnington, to the said Marg<sup>t</sup>. Binks of all her estate, &c., which she then had or ever might have or claim by reason of, and in right of her dower, in or to the premises granted in the said deed poll, and by the said deed poll mentioned to have been thentofore sold and conveyed by the said Edw. Winnington to the said Marg<sup>t</sup>. Binks, or by virtue of the above in part recited indentures of lease and release.

Usual covenants against incumbrances ; covenant for further assurance within five years.

Inrolled April 20, 1721.

Indenture February 22, 1720-21, James Blake, 1.

Edw. Slaughter and Tho. Oastler, 2.

RECITAL of a grant made by Ralph Stockdale of Aisgarth, yeom<sup>n</sup>., January 1, 1674-5, in consideration of £34 paid by one Rob. Janson of Aisgarth, yeom<sup>n</sup>., of a close of meadow ground called Dathwater, lying on the south side of the river Yore near unto a ford in the said river called Harper-wath, two acres ; a close of meadow ground called Gilbeck-stones, on the south side of the King's High-street, two acres ; a little close or parcel of meadow and hoovy\* ground called the Calf-close, on the west side of Gilbeck-stones, two roods ; and half a cattle-gate in the field or pasture called Aisgarth Cow-close, together with all ways, waters, &c., all which premises are in Aisgarth, and are of the ancient yearly rent of 2s., for two thousand five hundred years, paying therefor the aforesaid ancient yearly rent of 2s. to the executors of Mark Robinson, then late of Scruton, gent<sup>n</sup>. ; and of the grant of the said premises by the said Rob. Janson, November 24, 1679, for £40 to Edw. Winnington, sen<sup>r</sup>. of Boston, gent<sup>n</sup>., Jane his wife, John his eldest son, since deceased, and the said Edw. Winnington, jun<sup>r</sup>., for the residue of the said term ; and of the assignment of the said premises April 23, 1709, by the said Edw. Winnington, sen<sup>r</sup>., and Edw. Winnington, jun<sup>r</sup>., for £33. 15. to the said Jas. Blake for the residue of the said term, subject to a condition for the redemption of the same by the said Edw. Winnington, sen<sup>r</sup>., Jane his wife, and Edw. Winnington, jun<sup>r</sup>., by payment of £33. 15. and interest Nov<sup>r</sup>. 11 then next ; and that the said sum was not paid at the time appointed whereby the estate of the said Jas. Blake in the premises became absolute.

WITNESSETH in consideration of £33 15. paid by the said Edw. Slaughter and Tho. Oastler.

\* This is an unusual word, and the meaning is not absolutely certain. Its connection probably is with the Cleveland word *huff*, to swell or become puffy. Moist, undrained meadow land has a tendency to (as it appears) swell or rise on either side of the foot in walking over it. As I have noticed in the Cleveland Glossary, Mr. Wedgewood gives *hoove* as an alternative form to *huff*. "Huffed up with air," and "bladders hooved with wind," are two illustrative phrases cited in the same place, the latter being also quoted by Skeat under the word *HUFF*. Halliwell gives two or three instances of provincial words with more or less of the same application and general significance.

Grant by the said Jas. Blake of the said premises for the rest of the said term.

Covenant against incumbrances.

Inrolled April 20, 1721.

Indenture December 8, 1720, Will. Binks of Richmond, gent<sup>n</sup>, 1.

Richard Wilks of Tunstall, gent<sup>n</sup>, 2.

Lease for one year to found a grant and release of the premises granted to the said Will. Binks July 14, 1720 [p 187].

Inrolled May 2, 1721.

Indenture December 9, 1720, same parties.

WITNESSETH in consideration of £300 paid by the said Rich. Wilks.

Grant by the said Will. Binks of the said premises.

Power of redemption by payment of £300 and interest June 9, next.

Usual covenants against incumbrances except the rents and services to the chief lord of the fee; covenant for further assurance.

Inrolled May 2, 1721.

Indenture June 9, 1720, Thomas Metcalfe of the city of York, gent<sup>n</sup>, Clare his wife, 1.

Samuel Colton and Francis Healey of the said city, merchants, 2.

Lease for one year to found a grant and release of a mess<sup>g</sup>. with the cottages, outhouses, yards, backsides, and a parcel of ground called a garth thereunto belonging; three closes called the Hays, six acres and a half; a close called the Little West-close; a close called the Great West-close; a close called Cockeydales, four acres; a close called the Thwaytes, two acres and a half; a close called Haw-end, five acres and three roods; a close called the Ushott-haw; a close called the West-haw; a close called the East-haw; a close called the Crooked-dales, four acres; a close called Carr-myer;\* two closes

\* The amount of the latent economic history of a place or district involved in its old local names, and especially its field-names, it may fairly be said, is but little suspected in the majority of instances. This one name alone conveys the information, that a part of what had once been a sheet of water, and had then, in accordance with the wonted progress of nature, become a swampy piece of land, still, when first named as an area of land (and probably down to the date of the present indenture), retained within its limits traces of its extraction. There are 'Carrs' in one part of this parish including many score acres of land, at the north-eastern limits of which are certain rough enclosures called still (as they were three centuries ago) 'Pundermires.' The *carrs* are now, and have long been, fertile fields, but, without any exception, the soil is "peaty," and consequently gives other irrefragable evidence to prove that, in times gone by, water has stood there to the depth of many feet in some parts; but universally, throughout the whole area, to a sufficient depth to allow



called the Cow-close and Bardell, and fourteen cattlegates in a certain close called the Cow-close, and thirty-eight cattlegates in a certain close called the Bardell, all in the possession or occupation of the said Tho. Metcalfe, in Marsett and Gaell in the parish of Aisgarth, part of the manor of Middleham, together with all houses, &c.

Inrolled July 18, 1721.

Indenture June 10, 1721, same parties.

WITNESSETH as well for and in consideration of the raising of £300 for the paying a certain debt of £300 which the said Tho. Metcalfe is indebted to Troth Saltmarsh of the city of York, spinster, on a mortgage of the premises herein-after mentioned by Indenture of Sept'. 1, 1717, between the said Fr. Healey and John Browne of the said city, inholder, 1, the said Tho. Metcalfe, 2, and the above-named Samuel Colton, 3, as also for raising the further sum of £300 towards paying other debts of the said Tho. Metcalfe.

Grant by the said Tho. Metcalfe and Clare his wife of the premises comprised in the last deed.

TRUSTS : To sell and dispose of the same and with the money arising thereby to pay the said £300 to the said Troth Saltmarsh, and in the next place for raising the further sum of £300 for the paying such other of the debts of the said Tho. Metcalfe as he for that purpose shall give an account of to the said trustees to be by them paid ; and that the clear remainder of the said money shall be paid to such persons and in such manner and to such intents and purposes as the said Tho. Metcalf and Clare his wife shall at any time jointly during their joint lives direct, and until such direction the interest of the said money shall be paid to the said Tho. Metcalf, and for default of such appointment by them during their joint lives the said trustees shall pay all the clear remainder of the said money unto the executors of the said Tho. Metcalf and Clare his wife.

of trees even, as well as brushwood, &c., being submerged. 'Pundermires' is still undrained, or only superficially drained ; and, within my own recollection, certain portions of the enclosures so named could not be walked over at all, and others only at the risk of getting 'bogged.' The composition of the present name tells the same story as to the locality of which it forms a part. The same principle is involved also in the names "the Hays," "the Thwaytes," "Haw-end," and the other names involving the element 'haw.' 'Thwaytes' implies the prevalence there once of rough forest growth, brushwood as much as timber, with glades or launds interspersed such as to afford much pasturage—the *sylva pastilis* of Domesday, in short. *Haw* and *Hay* are radically the same word, and tell of enclosure in each case ; but of enclosure going on at two different times ; one of them the time when the Anglo-Norman *hay* had the preference or predominance, the other the period of the predominance of the more English form *haw*. Other matters of the same kind suggest themselves as extant in other of the names given in the list.

RECITAL that the said Tho. Metcalfe and Clare his wife, in Easter term last past, did acknowledge and levy a fine *sur cognisance de droit come ceo.* unto the said Samuel Colton and Fr. Healey of the said mess<sup>es</sup>., lands, and premises, which fine was levied of the said premises by the name of two mess<sup>es</sup>., a cottage, ten acres of land, sixty acres of meadow, seventy acres of pasture, pasture for sixty-two beasts, common of pasture for all manner of cattle, and common of pasture with the appurtenances in Marsett and Gaell in the parish of Aisgarth.

WITNESSETH further and it is hereby covenanted, and the true intent and meaning of the said Tho. Metcalf and Clare his wife now is, and before the levying of the said fine was, and was declared and agreed to be, that the said fine should enure and be to the use of the said Samuel Colton and Fr. Healey and their heirs upon the trusts herein-before mentioned.

Inrolled July 18, 1721.

Indenture January 17, 1720-21, William Radcliffe, gent<sup>n</sup>., Thomas Marshall, gent<sup>n</sup>., and Rachell his wife, Jordan Sturdy, gent<sup>n</sup>., and Ursula his wife, John Taylor, gent<sup>n</sup>., and Mary his wife, Mary Belwood, widow, Henry Hunt, gent<sup>n</sup>., and Frances his wife, John Greenwood and Mary his wife, 1.

William Wakefield of Nuby, Esq., 2.

WITNESSETH in consideration of £50.

Grant by the said Will. Radcliffe, Thomas and Rachell Marshall, Jordan and Ursula Sturdy, John and Mary Taylor, Mary Belwood, Henry and Frances Hunt, John and Mary Greenwood of a messuage cottage and a garth, three acres, in Huby.

Inrolled August 14, 1721.

Indenture September 1, 1720, Stephen Tempest of Broughton, Esq., 1.

✓ Mark Riddell of Morpeth in the county of Northumberland, gent<sup>n</sup>., Edw. Riddell of the town and county of Newcastle-upon-Tyne, gent<sup>n</sup>., the only son and heir apparent of the said Mark Riddell by Jane his late wife, 2.

✓ Richard Robinson of Sunderland-by-the-Sea in the county of Durham, gent<sup>n</sup>., 3.

RECITAL that William Riddell, Esq., late father of the said Jane, being seized for life of the manor, mess<sup>es</sup>., lands, &c., herein-after mentioned, with the reversion thereof to the said Jane and her heirs, and the said Jane before her marriage with the said Mark Riddell, did by Indenture of May 22, 1686, grant

to the Right Hon. Richard Lord Viscount Preston of the kingdom of Scotland, the Right Hon. George Lord Dartmouth, Baron of Dartmouth, Master of Horse to his late Majesty, James Graham, Esq., Keeper of the Privy Purse to his said Majesty, and Francis Guynne, Esq., the manor, farm or capital mess<sup>es</sup>. called Hunton *alias* Hunton Grainge, with the rights, &c., and all houses, buildings, meadows, feedings, &c., marshes, Courts Leet, Courts Baron, &c., for one thousand years with a proviso for redemption by the payment of £1,575, which said money was not paid, whereby the estate and interest of the said Viscount Preston, Lord Dartmouth, James Graham, and Fr. Gwynne in the premises became absolute in law; and of the assignment of the said manor, mess<sup>es</sup>., &c., by the said Viscount Preston, Lord Dartmouth, Jas. Graham, and Fr. Gwynne, May 12, 1687, to James Stanford of London, Esq., Resident for his Highness the Duke of Newburgh, Prince Palatine of the Rhine, in consideration of £1,573 paid to them and £627 paid to the said William and Jane Riddell for the remainder of the said term, redeemable by the said William and Jane Riddell on payment of £2,310, which sum did include the principal sum of £2,200 with the interest thereof for one year; and the said Jas. Stanford having afterwards lent to the said William and Jane Riddell the further sum of £500, they did by a deed of April 14, 1688, covenant with him that the said manor, &c., should be a security as well for the said £500 as for the said £2,200; and that there was a failure in the payment of the said sums whereby the said estate and term became absolute in law unto the said Jas. Stanford; and that he afterwards died, having first made his last will, dated Nov<sup>r</sup>. 20, 1695, and appointed Edward Burdett, Esq., and the said Stephen Tempest executors thereof, which said Stephen Tempest, after the testator's death, proved the said will in the Prerogative Court at York, and took upon him the execution thereof, and he alone or together with the said Edw. Burdett thereby became intituled to the said manor, &c., for the residue of the said term; and that the said Edw. Burdett is since dead, and before his death released all his estate, right, title, and interest in the premises to the said Stephen Tempest, and the said Stephen Tempest, after the death of the said James Stanford, did pay to the executors of Barbara Newton, widow, £966. 13. 6., being due to them upon a subsequent mortgage of the said premises and of a moiety of a colliery called

Bensham colliery in the said county of Durham, heretofore the estate of Will. Riddell, Esq., deceased, and thereupon took an assignment thereof in trust for the said Stephen Tempest; and the said Jane Riddell married the said Mark Riddell and had issue by him the said Edward Riddell, her only son and heir, and she and her said father are both of them long since dead; and forasmuch as there is now due unto the said Stephen Tempest upon the said mortgage £4,200, the same being awarded and settled at that sum by John Rudd and John Mayes, Esquires, to whom the said parties submitted and referred themselves for that purpose, and the said Mark Riddell having conveyed his interest in the premises to the said Edward Riddell, the said Richard Robinson hath agreed with the said Edward Riddell for the absolute purchase of the said manor of Hunton and all other the said premises, save the said part or share of the said colliery, for £5,000, and the said Stephen Tempest having an immediate and pressing occasion for the said money due to him as aforesaid, before proper conveyances can be prepared and executed, the said Rich. Robinson, at the request of the said Mark and Edw. Riddell, hath now advanced and paid to the said Stephen Tempest the said £4,200.

WITNESSETH that the said Stephen Tempest hath received from the said Rich. Robinson the said sum of £4,200 in full of all moneys due to the said Stephen Tempest from the said Mark and Edw. Riddell; and that the said Edw. Riddell hath received of the said Rich. Robinson £800.

Usual covenants against incumbrances; covenants for further assurance; covenant by the said Stephen Tempest to convey to such persons as the said Edw. Riddell shall direct all such part or share of the said colliery as was heretofore assigned to the said Stephen Tempest for the better securing the said mortgage money.

Inrolled October 4, 1721.

Indenture April 14, 1721, Mark Riddell, Edw. Riddell, Josias Morley of Beansley, Esq., 1.

Richard Robinson, 2.

Lease for one year to found a grant of the premises comprised in the last deed.

Indenture April 15, 1721, Mark Riddell, Edward Riddell, 1.

Stephen Tempest of Broughton, Esq., 2.

Richard Robinson, 3.

Ralph Robinson of Ormesby, Esq., 4.

RECITAL of the grant made by William and Jane Riddell, May 22, 1686; and of the assignment of the same premises to James Stanford, May 12, 1687; and of the deed of April 14, 1688; and of the proving of the will of the said James Stanford; and that the same Jane Riddell, who after the death of the said Will. Riddell was solely intituled to the equity of redemption of the premises, married the said Mark Riddell, and by him had issue the said Edward, her only son and heir, and that the said William and Jane Riddell are both of them long since dead, and the said Stephen Tempest having had a long possession of the said mortgaged premises, and having paid to the executors of Barbara Newton £966. 13. 6., being due to them upon a subsequent mortgage of the said mortgaged premises, and there having been several suites and controversies between him the said Mark Riddell and others touching the same, and there being great difficulty in settling the account and ascertaining what was due to the said Stephen Tempest upon his said mortgage, the same was referred to the award and arbitrament of John Rudd of the city of Durham, Esq., and John Mayes of Yarme, Esq., to settle the same, who by their award, about July 29th last, did order and award the sum of £4,200 to be paid to the said Stephen Tempest Sept<sup>r</sup>. first last, in full of all money due upon the said security and other his demands touching the premises; and of the agreement for the absolute purchase of the said manor and premises by the said Rich. Robinson for £5,000, out of which the said £4,200 is to be paid to the said Stephen Tempest, and £800, residue thereof, is to be paid to the said Edw. Riddell.

WITNESSETH in consideration of the said £4,200 to the said Stephen Tempest, and £800 to the said Edw. Riddell by the said Rich. Robinson paid.

Grant by the said Stephen Tempest to the said Ralph Robinson, being a person nominated and intrusted by the said Rich. Robinson, of the said manor, &c., for the remainder of the said term.

Usual covenants against incumbrances except one lease made of the premises or some part thereof by the said Edw. Burdett and Stephen Tempest to Daniel Hickman and Henry Hargrave for nine hundred years by Indenture of June 16, 1705, and of an assignment of the said term from the said Daniel Hickman and Henry Hargrave by endorsement on the said indenture to Math. Wilson and Geo. Wigglesworth in trust for the said Stephen Tempest, and which term is now intended to

be assigned in trust for the said Rich. Robinson to protect the said premises from incumbrances.

Inrolled October 4, 1721.

Indenture April 15, 1721, Mark Riddell, Edward Riddell, 1.

Josias Morley, 2.

Stephen Tempest, 3.

Richard Robinson, 4.

WITNESSETH in consideration of £4,200 to the said Stephen Tempest, and of £800 to the said Edw. Riddell by the said Rich. Robinson paid.

Grant by the said Stephen Tempest, Mark and Edw. Riddell, of the manor of Hunton, *alias* Hunton Grainge, with the rights, &c. ; also all that wood or wood ground called Croscoe in the parish of Fingall ; also the several mess<sup>ges</sup>, &c., thereunto belonging, let at several yearly rents amounting to £220 ; and also all other lands and tenements in Hunton which by lease and release of December 15 and 16, 1707, were granted and conveyed by Edward Westfield, distiller, to Rob. Parker, Esq., and the said Josias Morley in trust for the said Stephen Tempest.

Usual covenants against incumbrances except such terms and estate as have been assigned by the privity and direction of the said Rich. Robinson and in trust for him, and such out-rents not exceeding in the whole 20s. per annum as are payable for the said premises ; covenant for further assurance within ten years.

Inrolled October 4, 1721.

Indenture April 15, 1721, Mark Riddell, Edward Riddell, 1.

Stephen Tempest of Broughton, Esq., surviving executor of the last will of James Stanford, late of Clayton-le-Dale in the county of Lancaster, 2.

Ralph Baynes of Mennithhead, executor of the last will of Mathew Wilson late of Ashton, deceased, who survived George Wigglesworth, late of Broughton, 3.

Richard Robinson, 4.

Edward Harle of the town and county of Newcastle-upon-Tyne, gent<sup>n</sup>, 5.

RECITAL of the grant made by William and Jane Riddell, May 22, 1686 ; and of the assignment of the premises to Jas. Stanford, May 12, 1687 ; and of the deed of April 14, 1688 ; and of the proving of the will of Jas. Stanford by Stephen Tempest ; and of the said Stephen Tempest's payment to the executors of Barbara Newton of £966. 13. 6 ; and of an

Indenture of June 16, 1705, whereby Edw. Burdett and Stephen Tempest in consideration of £1,000 did grant to Daniel Hickman of the parish of St. Gyles-in-the-Fields, gent<sup>a</sup>., and Henry Hargrave of the parish of St. Andrew, Holborne, the said premises for nine hundred years; and of the assignment of the said premises by the said Daniel Hickman and Henry Hargrave, December 16, 1707, to the said Math. Wilson and Geo. Wigglesworth in consideration of £1,025 paid to them by the said Stephen Tempest for the remainder of the said nine hundred years, in trust that they should at the request of the said Stephen Tempest make such assignment of the premises as he should direct, in trust that the said term should go with and attend upon the freehold, reversion, and inheritance of the premises immediately expectant on the determination of the said term of nine hundred years, and to protect the same from mesne incumbrances if any such should be; and that the said Math. Wilson and Geo. Wigglesworth are both since dead, and the said Math. Wilson survived the said Geo. Wigglesworth and made his last will, and the said Ralph Baynes together with Thomas Ingoldsby and William Serjeantson executors thereof, which said Tho. Ingoldsby and Will. Serjeantson refusing and renouncing the said executorship, the said Ralph Baynes proved the said will in due form and took upon him the execution thereof; and that there is due to the said Stephen Tempest upon the said mortgage £4,200; and of the agreement for the absolute purchase of the said manor, &c., by the said Rich. Robinson for £5,000.

WITNESSETH in consideration of £4,200 to the said Stephen Tempest and £800 to the said Edw. Riddell.

Grant by the said Ralph Baynes to the said Edw. Harle of the said manor, &c., for the remainder of the said nine hundred years in trust for the said Rich. Robinson.

Covenant against incumbrances.

Inrolled October 4, 1721.

Indenture April 15, 1721, Mark Riddell, Edward Riddell, 1.

Stephen Tempest, 2.

John Kighley of Grey's Inn in the county of Middlesex, gent<sup>a</sup>., 3.

Edward Barnard of the parish of St. Gyles-in-the-Fields, surgeon, and Mary his wife, executor of the last will of Daniel Hickman, her late husband, which said Daniel survived Henry Hargrave, 4.

Richard Robinson, 5.

George Watson of Ormesby, gent<sup>r</sup>., 6.

RECITAL of grant made by William and Jane Riddell, Feb<sup>y</sup>. 28, 1684, to Edward Carr of the town and county of Newcastle-upon-Tyne, master and marriner, of the messuage farm or capital mess<sup>es</sup>. of Hunton and Hunton Grainge with its rights, &c., and all other their lands in Hunton for ninety-nine years, with a proviso for redemption by the payment of £260; and of the assignment May 22, 1686, by the said Edw. Carr of the said premises and his estate therein to Charles Pigeon of Grey's Inn, Esq., and Hugh James of the city of Westminster, Esq., for the residue of the said term in trust for Viscount Preston, Lord Dartmouth, James Graham, and Fr. Guynne; and of the assignment of the said premises by the said Charles Pigeon and Hugh James, May 12, 1687, to Richard and John Sherburn in trust for James Stanford; and of the proving of the will of the said Jas. Stanford; and that the said Edw. Burdett and Stephen Tempest having borrowed of the said Daniel Hickman and Henry Hargrave £1,000, the said Richard and John Sherburn, June 16, 1705, in consideration for the said £1,000 assigned the said premises to the said John Kighley for the remainder of the said term, with a proviso for redemption by the said Edw. Burdett and Stephen Tempest on payment of £1,000; and that the said Edw. Burdett is since dead, having first released all his title and interest in and to the premises to the said Stephen Tempest; and that the said Stephen Tempest hath long since paid and satisfied to the said Daniel Hickman and Henry Hargrave in their lifetimes the said £1,000 and all interest due for the same, and the said Daniel Hickman survived the said Henry Hargrave, and made his last will and the said Mary, now wife of the said Edw. Barnard, sole executrix thereof, and the said Stephen Tempest or his said testator also advanced some further sums which were charged on the premises, and the said Will. Riddell and Jane his daughter being long since dead, the equity of redemption of the premises is vested in the said Mark and Edw. Riddell, who have agreed to sell the said manor, &c., to the said Rich. Robinson for £5,000, out of which the money due to the said Stephen Tempest upon the said mortgage and other mortgages and securities of the premises is to be paid, and which is settled and agreed to amount to £4,200.

WITNESSETH in consideration of £4,200 to the said Stephen Tempest, and of £800 to the said Edw. Riddell.



Grant by the said John Kighley of the said premises to the said Geo. Watson, a person nominated and intrusted by the said Rich. Robinson for the rest of the said term of ninety-nine years.

Covenant against incumbrances.

Inrolled October 4, 1721.

Indenture April 15, 1721, Mark Riddell, Edw. Riddell, Stephen Tempest, 1.

Mary Powle of the parish of St. Andrew, Holborn, London, widow, and executrix of the last will of Will. Powle, citizen and stationer of London, 2.

Edward Barnard and Mary his wife, 3.

Richard Robinson, 4.

Samuel Ayton of West Herrington, in the county of Durham, Esq., 5.

RECITAL of the assignment, May 22, 1686, by Roger Gastell of Newcastle-upon-Tyne, vintner, to Charles Pigeon and Hugh James of the manor of Hunton for the remainder of a term of ninety-nine years, which had been thereof formerly granted by William and Jane Riddell to the said Roger Gastell, Feb<sup>y</sup>. 26, 1684, in trust for Viscount Preston, Lord Dartmouth, Jas. Graham, and Fr. Guynne; and of the assignment, May 12, 1687, by the said Charles Pigeon and Hugh James of the said premises to Richard and John Sherburn in trust for James Stanford; and of the assignment of the premises, June 6, 1705, by the said Richard and John Sherburn to Will. Powle in trust for Daniel Hickman and Henry Hargrave; and that the said Edw. Burdett is since dead, having first released all his right to the premises to the said Stephen Tempest, and that the said Will. Powle is also dead, but before his death made his will and appointed the said Mary sole executrix thereof; and that the said Stephen Tempest hath long since paid to the said Daniel Hickman and Henry Hargrave £1,000 and all interest for the same, &c., &c.

WITNESSETH in consideration of £4,200 to Stephen Tempest and £800 to Edw. Riddell.

Grant by the said Mary Powle of the said premises to the said Samuel Ayton in trust for the said Rich. Robinson for the rest of the said term of ninety-nine years.

Covenant against incumbrances.

Inrolled October 4, 1721.

Indenture May 18, 1721, Luke West of Nesham in the county of Durham, yeom<sup>n</sup>., 1.

George Blakey of Aryholme, yeom<sup>n</sup>., 2.

John Maynard of Yarum, gent<sup>n</sup>., 3.

RECITAL of grant made by the said Luke West, Oct<sup>r</sup>. 14, 1719, to the said Geo. Blakey in consideration of £20 of a messuage house or cottage now or late used in two several tenements; also the new erected mess<sup>es</sup>. with a garden, orchard, and little garth adjoining on the backside thereof in Nesham, together with all houses, &c., for five hundred years, redeemable by payment of £20 and interest April 14 then next; and that there was a failure of payment of the said sum at the time appointed, whereby the said premises became absolute in the law to the said Geo. Blakey; and that the said Luke West hath this day paid to the said Geo. Blakey all the interest which remained due for the forbearance of the said principal of £20 until this day.

WITNESSETH in consideration of £20 paid to the said Geo. Blakey by the said John Maynard.

Grant by the said Geo. Blakey and Luke West of the said premises to the said John Maynard for the remainder of the said term.

Power of redemption by payment of £20 and interest Nov<sup>r</sup>. 18 next.

Usual covenants against incumbrances; covenant for further assurance.

Inrolled October 4, 1721.

Indenture October 27, 1721, William Witham of Cliffe, Esq., 1.

Sir Hugh Smithson of Stanwick, Bart., 2.

WITNESSETH in consideration of £4,500 paid to the said Will. Witham by the said Sir Hugh Smithson.

Grant by the said Will. Witham of five several mess<sup>es</sup>., called Hawdon-hill-farm, Richmond's-farm, Hewitson's-farm, Pinkney's-farm, Longleezes; two cottages with the appurtenances called Thornton's cottage and Robinson's cottage, all in the manor of Manfield, with all houses, &c., for one thousand years.

Power of redemption by payment at the mansion-house of the said Sir Hugh Smithson at Stanwick of £62. 10. April 27 next, and £2,562. 10. Oct<sup>r</sup>. 27, 1722.

Usual covenants against incumbrances; covenant for further assurance.

Inrolled January 20, 1721-2.

Indenture October 3, 1721, Samuel Colton of the city of York, merchant, 1.

Phillip Saltmarsh of the said city, Esq., executor of the will of Troth Saltmarsh, late of the said city, spinster, 2.

Thomas Metcalfe of the said city, haberdasher, 3.

Martha Tottie of Seacroft, widow, 4.

Elizabeth Lowther of Little Preston, widow, 5.

RECITAL of a grant made Sept<sup>r</sup>. 1, 1717, to the said Samuel Colton of a mess<sup>g</sup>. with the cottages, outhouses, yards, back-sides and a parcel of ground called a garth; three closes called the Hays, six acres and a half; a close called the Little West-close; a close called the Great West-close; a close called Cockeydailes, four acres; a close called the Thwaites, two acres and a half; a close called Hay-end, five acres, three roods; a close called Uscott-haw; a close called West-haw; a close called the East-haw; a close called the Crook-deales; a close called the Carr-mire; two closes called the Cow-close and Bardell; fourteen cattlegates in a certain close called the Cow-close; thirty-eight cattlegates in a certain close called Bardell, with all woods, &c., all in Marsett, and part of the manor of Middleham, for nine hundred and ninety-nine years, redeemable by Thomas Metcalfe by payment of £500 and interest March 1 then next; and of an Indenture of Nov<sup>r</sup>. 14, 1717, wherein it was agreed that £300, part of the said £500, was the proper money of the said Troth Saltmarsh and that the name of the said Samuel Colton was only used in trust for her.

WITNESSETH in consideration of £550 paid by the said Martha Tottie, £300 to the said Philip Saltmarsh in full satisfaction of what is due to him from the said Tho. Metcalfe as executor as aforesaid, and £250 residue thereof to the said Tho. Metcalfe.

Grant by the said Samuel Colton and Tho. Metcalfe unto the said Eliz<sup>th</sup>. Lowther of the said premises for the remainder of the said term in trust for the said Martha Tottie, to have and to hold unto the said Martha Tottie, her heirs and assigns for ever.

Inrolled January 25, 1721-2.

Indenture April 16, 1722, Dame Elizabeth Stapylton of Askew in parish of Beedale, widow, 1.

John Holmes of Beedale, whitesmith, 2.

Lease for twenty-one years at the annual rent of £5 of a mess<sup>g</sup>. in Beedale with the garth thereunto belonging and adjoining; a close called Nabb-close, seven acres; two closes called Moor-close, adjoining on the Lord's-lane, five acres, one rood, two perches; two acres of arable land in Sandwith-field, together with all houses, &c., pastures, ways, &c., except all and all manner of wood, timber, and trees, mines and quarries of what kind soever they be, standing, &c., upon the said

premises, with free liberty of ingress, egress, or regress for the said Dame Eliz<sup>th</sup>. Stapylton and her assigns, servants and agents, to fell, cut down, dig for, lead, and carry away the same.

Covenant to repair, maintain and keep all the houses, buildings, hedges, ditches, and fences upon or belonging to the said premises in, by and with all manner of needful and necessary reparations, and at the end of the said term to leave and yield up the said premises and every part thereof in good and sufficient repair ; covenant to plant and set every year during the said term twelve good, thriving young trees of oak, ash, or elm, and the same so planted to preserve and cherish in a careful and husbandly manner, and in case any of them die to plant others in their room ; covenant to grind or cause to be ground all the corn and grain which he shall expend or employ in his family at the water corn-miln or milns or windmilns\* of the said Dame Eliz<sup>th</sup>. Stapylton in Beedale or in Aiskew now erected or which shall be erected there, so that the same be sufficiently and lawfully grinded ; covenant to perform three good boon days' work with his team and carriages† every year.

Power to the said Dame Eliz<sup>th</sup>. Stapylton, her heirs, assigns, or her or their stewards, servants, or workmen to enter into and view the said houses, buildings, and premises, and the state of the preparations [reparations] thereof, and give or leave notice in writing of such reparations as shall then be wanting, covenant by the said John Holmes within three

\* Among many matters worthy of notice in this and others of the leases which follow, is that to the mention of which this note is appended. It is not that the condition specified is an unusual one : on the contrary, it is the customary one in not a few of the mediæval charters, the scope of which was such as to admit of or lead to the naming of such matters. It was the rule—a rule that scarcely was conceived of as admitting of an exception—that all territorial dependents should have their needful grinding done at the mill of the lord. And the remarkable thing in the present instance is that this feudal usage or right should still have been maintained and insisted on as late as the end of the first quarter of last century. It would be curious to ascertain precisely when this old custom really became generally obsolete.

† Here again is the persistence of an ancient right and custom brought under our observation. For long periods antecedently to the date of this lease, had most of the old customs, of which boon-service was one, been commuted, over wide districts, for an equivalent in the shape of a money payment. But the Lady Elizabeth Stapleton still, in 1722, continues to exact the performance of the boon-day service, in whatsoever way it might chance to be incident on the tenants of this or that particular messuage or tenement forming part of her property. In the present case it is three days' labour with team and carriages. In other cases, the three days' service is to be rendered with a labourer ; and other corresponding variations will be noticed in the sequel. The name and the idea still survive in this district, and both in connection with the Landlord and with the Township. So many days' "draught-work," or so many "boon-days" on the highway, are well-understood expressions here. Only, in the case of the lord and the township alike, some *quid pro quo*, either in the form of a cash equivalent, or of some immunity, in requital of the draught-work done is implied or understood.

months after any such view and notice or warning shall be given to him of any default or want of repairs to be made to repair and amend all such defaults and lack of repair as shall happen to be found; and that he shall not willingly suffer any common or usual ways, or passages for carriages, droughts or plows, or horseways, or paths to be made, increased, or encroached in or upon the said premises by any persons not having any right or interest thereunto.\*

\* It is scarcely possible that such a sentence as this should escape the notice of the student, if even that of the commonly thoughtful ordinary reader. No landlord in this year of grace, 1891, so much as dreams of making his ingoing tenant covenant with him that he will not, during the term of his tenancy, permit a common way for carts, ploughs, what not, to be made, or a right of way exercised, over the land he is to become the tenant of. The proposing tenant himself would be the first to protest against such a liberty being taken, or such a right being even tentatively set up over the land in his occupation. The mere fact, then, that such a clause as this is found in a lease such as the present, and, in point of fact, in more than one of the leases granted by the same lady, leads on to something in the nature of enquiry. I am inclined to think that customary usages, if not quasi-rights, of the kinds specified had existed largely in times ante-dating systematic enclosures, and still more the establishment of farms comprising contiguous, or at the least adjacent, lands in place of the series of strips in Common-fields. Just as now the wayfarer, the driver with cart or waggon, makes his way, drives his draught, what way he will across 'the common,' so, in the time of the Common-field system of agriculture, within certain limits, ways and paths were made almost *ad libitum*. In this parish, where all had been one property under one lord up to 1656, not a few traces of the condition of matters in the particulars noted remained to be identified then, and are preserved for our instruction in the many Counterparts of Conveyances of the several portions into which the property was divided in the year just named. Thus, in one of these conveyances, after mention made of the several closes, &c., conveyed, the document proceeds, "with right of way to and from the Butterwhate-closes through the grounds called the Castle-grounds, for carts and all manner of carriages, &c." Another gives "free libertie and passage with a yoked draught and their carriages to and from the close called Stackgarth through an intack lately taken up, belonging to the farm now in the occupation of" So-and-so. A third gives the right to pass along a certain part of a field belonging to another owner and occupant, to take down a certain part of one of the enclosing walls, and so to proceed through the next field to the destination specified: the part of the wall taken down being to be replaced. But not only this, I myself, in virtue of my occupancy of a field close to my house—one of two I bought many years ago on that account, and transferred to the patron of the living, have the right to pass with "a draught and its carriages" through a field occupied by A, through another occupied by B, through a third occupied by A, through a fourth and fifth occupied by C, as well as along a lane past his premises—between them and his garden—and out through another inclosure of his on to 'the common.' Two other instances of the same kind also occur within a quarter of a mile of this house on the north-west side of it. It is easy to see how, when survivals of old days and their usages, such as these, may be quoted, it was necessary to put restrictions on the liberty or license which had existed through many ages, when once the old system had "passed away" and in a certain sense "all things had become new." It would be easy to continue these remarks with some prolixity. Probably, however, enough has been advanced to serve as an adequate illustration of the paragraph commented on,

Power to the said Dame Eliz<sup>th</sup>. Stapylton at every time convenient within the last year of the said term to enter into and have so much of the said premises as in the same year shall be meet to fallow, and to ear,\* plough and fallow the same or any part thereof, according to the usage of the country there in that behalf without any let or disturbance of the said John Holmes, or any other person by his assent or procurement; covenant that all the muck or dung which shall be made by any horses, cattle or neat kept in and upon the said premises shall be bestowed, laid and spread yearly in and upon the arable lands of the said premises in a husbandlike manner where most need shall be; and that the said John Holmes shall not at any time during the said term, plough, dig, harrow or break up any part of the said premises without the consent and assent of the said Dame Eliz<sup>th</sup>. Stapylton, nevertheless it is agreed that he may ear and sow any of the arable land two years together during the said term and not above, and after that shall fallow and plough and let the same lie one year fallow,† and shall not make or suffer to be made any manner of waste, spoil or destruction in or upon the said premises, or any houses, buildings, trees, woods, or underwoods thereto except by the assent of the said Dame Eliz<sup>th</sup>. Stapylton, but, as much as he may, shall withstand the same; and he shall not make voluntary sale of, or sell, lop, crop, or top any of the trees, woods, or underwoods thereof growing or to be growing upon the said premises but only for the repairing of the houses, or lands or mound or bound thereof, save only such as shall be done by the consent of the said Dame Eliz<sup>th</sup>. Stapylton; and lastly, he shall not give, sell, bargain, grant, or aliene his estate, lease, interest, or term in the said premises exceeding the quantity of twenty acres, directly or indirectly, for longer time than from year to year only, or charge or incumber the same to any persons other than to his wife, child, or children, or to his executor, without the agreement and licence of the said Dame Eliz<sup>th</sup>. Stapylton.

Inrolled August 11, 1722.

\* See note on this word above, p. 93<sup>n</sup>.

† These covenants touching the agricultural management of the period are very well worth passing notice. Many of the conditions involved have been in principle, if not in express terms, insisted upon in late or still extant agreements entered into on taking land to rent. The rules as to manuring, at least as to the manner in which the manure made on the holding, is to be applied; as to taking two corn-crops off the same piece of land, and the like, as well as not ploughing out fresh land without special permission from the landlord, have their exact counterparts down to the present day. It is not yet a common thing—though quite as little an unknown thing—to let a trustworthy as well as competent tenant manage the land he rents according to his own judgment and experience in these and other particulars,

Indenture April 16, 1722, Dame Elizabeth Stapylton, 1.  
John Holmes, 2.

Lease for twenty-one years at the annual rent of £5 of the piece of ground called Fearby Lowside, sixteen acres, in Beedale, together with all houses, &c., except all wood, timber, trees, mines and quarries, with free liberty of ingress, &c.

Covenants and agreements as in last lease.

Inrolled August 11, 1722.

Indenture June 20, 1722, Dame Elizabeth Stapylton, 1.  
Anthony Lister of Aiskew, dyer, 2.

Lease for twenty-one years at the annual rent of £1. 13. 4. of a mess<sup>es</sup>. or cottage tenement house in Aiskew, called Bridge-end House, with a garth thereto adjoining, two acres, twenty-five perches, and a building or dye-house erected in the said garth, and a garth called the Hall-garth, in Aiskew, one acre, together with all houses, &c.

Covenants to keep the houses and buildings belonging to the said premises in good and sufficient repair; to plant four good, thriving young trees every year; to grind all the corn used in his family at the milns of the said Dame Elizabeth Stapylton; to perform three good boon-days' work with a labourer every year; to repair within three months after notice given any default which shall be found by the said Dame Eliz<sup>th</sup>. Stapylton, her stewards, agents or servants; and to pay one full half part of the tax called the Land-tax; and not to give, sell, or assign his estate or term in the premises to any person other than to his wife, child or children without the consent of the said Dame Eliz<sup>th</sup>. Stapylton.

Inrolled August 13, 1722.

Indenture March 15, 1721-2, Mary Meynell of Aldbrough, widow of George Meynell, Esq., 1.

George Meynell of Aldbrough, Esq., their son and heir, 2.

RECITAL that the said Mary Meynell is seized for her life of the capital mess<sup>es</sup>. or mansion-house of Aldbrough and all outhouses, &c.; three closes called paddocks; the closes called Hartshorne and Grizeakers; two closes called the Paddocks within Kiltongate; the closes called the Kiltons; the three closes called the Great-ings, the Miln-ings and the Willy-close; a close called Wild-ings; a close called Thomas Bursey's close; a mess<sup>es</sup>. with the appurtenances; the closes called the High-bowna, and the Low-bowna, Nelspring, the Low-pasture, Crosberry-bank; a house and garth; the close called Leonard-field, all in Aldbrough; also of the mess<sup>es</sup>.,

lands, tenements, and closes in the lordship of West Dalton, *alias* Dalton Ryall, called the Fulham-moor and Carrs, Broxup-bank, Langwiths, and a tenement, with their appurtenances; also of those closes in Melsonby called Great Ruffam, and the three Sleepy-closes with their appurtenances being the late freehold and inheritance of the said Geo. Meynell, late husband of the said Mary Meynell, and father of the said George, and the immediate remainder and reversion thereof is expectant in the said Geo. Meynell and his heirs male.

WITNESSETH for the perfecting an estate or conveyance to be had and made of the said premises by way of common recovery.

Grant by the said Mary Meynell unto the said Geo. Meynell her son and his heirs of the said premises upon the condition that if he shall pay her £10,000 upon the Feast Day of St. John Baptist next then this present grant shall be utterly void, and after default of payment it shall be lawful for her to enter into the said lands and premises and the same to have again and enjoy as in her former estate.

Covenant by the said Geo. Meynell that she shall receive the rents, &c., of the lands and premises to his [*sic*] own use without any account therefor making until the said Feast if she shall so long live.

Inrolled August 13, 1722.

Indenture March 16, 1721-2, George Meynell, 1.

Christopher Goulton of Staple Inn in the county of Middlesex, gent<sup>n</sup>., 2.

Lease for one year to found a grant and release of the premises in Aldbrough mentioned in the last deed, and also of the manor of West Dalton, *alias* Dalton Ryall, with its rights, &c., and all the mess<sup>es</sup>., cottages, milns, &c., of the said Geo. Meynell in West Dalton, and the closes in Melsonby called Great Ruffam, the three Sleepy-closes, East-field and Melbecks, together with all outhouses, &c., Courts, royalties, &c.

Inrolled August 13, 1722.

Indenture March 17, 1722, Geo. Meynell, 1.

Christopher Goulton, 2.

Joseph Watson of Aldbrough, gent<sup>n</sup>., 3.

Witnesseth for the barring and cutting of all entails, remainders and reversions of the premises comprised in the last two deeds, and for settling and conveying the same for such uses, &c., as are herein-after limited and expressed.

Grant by the said Geo. Meynell to the said Chr. Goulton of the said premises, to the intent that the said Chr. Goulton may be a good and



perfect tenant of the freehold and inheritance of the same so that a common recovery may be had and executed against him, to be to the only proper use and behoof of the said Geo. Meynell, his heirs and assigns for ever.

Inrolled August 13, 1722.

Indenture April 16, 1722, Dame Eliz<sup>th</sup>. Stapylton, 1.

John Somersides of Beedale, yeom<sup>n</sup>., 2.

Lease for twenty-one years at the annual rent of £8. 6. 8. of a mess<sup>gs</sup>. with the barn, stable, orchard and garth, containing one rood, thirty perches ; a parcel of ground in two partitions called Burkham's, four acres ; three little closes adjoining upon the Burkham's, called Laith-closes, two acres and a half ; a parcel of ground called the Thickroods, lying near to the Coatflatt, six acres and a half and thirty perches, in Beedale ; also a mess<sup>gs</sup>. in Firby with the outhousing and buildings, and the garth on the backside thereof, half an acre ; a parcel of ground called Low-Moor-close, three acres ; a parcel of ground called the Ellers, three acres ; a parcel of ground called the Wood-carr, one acre ; a parcel of ground called the Thieftye or Firby-field, seven acres, together with all houses, &c., dovehouses, meadows, feedings, waters, &c., except all manner of wood, timber and trees, mines and quarries, with free liberty of ingress, &c.

Covenants to keep the houses, buildings, hedges, ditches, and fences in or upon the premises in good and sufficient repair ; to plant twelve young trees every year ; to grind all the corn and grain which he shall expend and employ at the milns of the said Dame Eliz<sup>th</sup>. Stapylton ; to perform three good boon-day's work with his team and carriages every year ; to make good within three months after notice given, any lack of repairs which shall be found by the said Dame Eliz<sup>th</sup>. Stapylton or her servants ; not to suffer any common or usual ways for carriages, droughts or ploughs, to be made or increased, &c.

Power to the said Dame Elizabeth during the last year of the term to enter into the premises and to ear, plough, and fallow so much of the same as it shall be meet to fallow in that year.

Covenants to bestow and spread on the arable land all the muck which shall be made on the premises ; not to plough, dig, harrow, or break up any part of the said premises without the consent of the said Dame Elizabeth ; agreement that he may ear and sow any of the arable land two years together ; covenant that he shall not suffer any manner of waste upon any buildings, trees, &c., except by the consent of the said Dame Elizabeth, but as much as he may shall withstand and hinder the same ; that he shall not make voluntary waste, sale of, or sell, lop or crop any of the trees, &c., but only for repairing the houses, &c. ; not

to give, sell, &c., his lease and interest in the premises for longer time than from year to year, or to incumber any part thereof to any other person than his wife, child, or children without the agreement of the said Dame Eliz<sup>th</sup>. Stapylton.

Inrolled August 11, 1722.

Indenture April 16, 1722, Dame Elizabeth Stapylton, 1.

George Robinson of Beedale, blacksmith, 2.

Lease for twenty-one years at the annual rent of £5 of a mess<sup>rs</sup>. with a garth, half an acre ; a parcel of ground called the High-Rood-close, four acres, thirty-five perches ; a close called the Ellgang, or Runston-close, three acres, two roods, fourteen perches ; the Moor-close, six acres, three roods, thirty-six perches ; a parcel of ground called the New or Church-close, four acres, one rood, thirty-six perches, all in Beedale, together with all houses, &c., except trees, &c.

Covenants and agreements as in the last lease.

Inrolled August 11, 1722.

Indenture April 16, 1722, Dame Elizabeth Stapylton, 1.

John Raper of Beedale, yeom<sup>n</sup>., 2.

Lease for twenty-one years at the annual rent of £3. 10. of a mess<sup>rs</sup>. with the bakehouse and garth, one rood, ten perches ; a parcel of ground called the Moor-close, three acres ; a parcel of ground called Sandwith-close or Sandflatt, two acres, one rood, thirty-six perches ; a parcel of ground called the Pottomire, one acre and a half, all in Beedale ; also a parcel of ground on the other side of the Beck within the township of Aiskew called Nordrest-gap, two roods, ten perches ; a tenement house and garth, together with all houses, &c., except all wood, &c.

Covenants and agreements as in former leases.

Inrolled August 11, 1722.

Indenture April 16, 1722, Dame Elizabeth Stapylton, 1.

John Raper, 2.

Lease for twenty-one years at the annual rent of £21 of a mess<sup>rs</sup>. in Beedale with a garth, one rood, twenty-nine perches ; a parcel of ground called the Lamb-close, two acres ; a parcel of ground called the Nabb and Nabfields, twenty-three acres, twenty-four perches ; two closes of meadow ground called Braconthwaites, five acres, three roods, twenty perches and a half ; a parcel of ground divided into two closes called the Yew-closes, adjoining upon Broonsnook and the Ash-bank, twelve acres ; a parcel of ground called Low-wood, thirty acres, except that parcel of ground called Fearby-lowside as the same is divided from the said Low-wood, with all houses, &c., except all wood, &c.

Covenants and agreements as before.

Inrolled August 11, 1722.

Indenture June 20, 1722, Dame Elizabeth Stapylton, 1.

Mary Rainforth of Beedale, widow, 2.

Lease for twenty-one years at the annual rent of £1 of a messuage cottage in Beedale in a street called Emmgate, with a garth, twenty perches, with all houses, &c.

Covenants to plant every year four young trees ; to grind all the corn which the said Mary Rainforth shall employ at the mills of the said Dame Eliz<sup>th</sup>. Stapylton ; to perform three good boon-days' work with a labourer ; to keep the houses, &c. in good repair ; to pay half of the tax called the Land-tax ; not to give, &c., her estate in the premises to any other person than her child or children without the consent of the said Dame Elizabeth.

Inrolled August 11, 1722.

Indenture June 20, 1722, Dame Elizabeth Stapylton, 1.

Christopher Moore of Beedale, taylor, 2.

Lease for twenty-one years at the annual rent of £6 of a mess<sup>ge</sup>. with a croft or garth on the backside thereof, two acres, one rood ; a parcel of ground called Throtherams, four acres ; a parcel of ground called Moorflatts, twelve acres ; a parcel of meadow ground called Leeminghall-close, four acres, one rood ; a parcel of ground whereon a house standeth or lately stood within the precincts of Aiskew, one rood, together with all houses, &c., except all wood, &c.

Covenants and agreements as in former leases ; twelve trees to be planted ; three boon-days' work with a team and carriages ; half the Land-tax to be paid.

Mem.—That whereas the Lady Stapylton hath taken into her possession the garth in Aiskew whereon a house formerly stood, it is and was agreed by and between the said Lady Stapylton and Christopher Moore that he shall have an allowance or abatement of 20s. a year.

Indenture April 16, 1722, Dame Elizabeth Stapylton, 1.

Michael Holmes of Beedale, yeom<sup>n</sup>., 2.

Lease for twenty-one years at 19s. yearly of a mess<sup>ge</sup>. in Beedale in a street called Emmgate with a garth thereunto belonging, twelve perches ; a parcel of ground called Moor-close, one acre, two roods, twenty-four perches, together with all houses, &c., except woods, &c.

Usual covenants and agreements, two trees to be planted and three boon-days' work with a team and carriages to be performed.

Inrolled August 11, 1722.

Indenture June 20, 1722, Dame Elizabeth Stapylton, 1.

Ann Ingram of Beedale, widow, John Ingram of the same, butcher, 2.

Lease for twenty-one years at 18s. 8d. of a mess<sup>es</sup>. in a street called Emmgate with a garth, seventeen perches; a parcel of ground called Moore-close, one acre, twenty-nine perches, with all houses, &c.

Five trees to be planted yearly, three boon-days' work with a labourer to be performed, and half the Land-tax to be paid by the tenants; other covenants as in former leases.

Inrolled August 11, 1722.

Indenture June 20, 1722, Dame Elizabeth Stapylton, 1.

Richard Metcalfe of Beedale, gent<sup>e</sup>., 2.

Lease for twenty-one years at £14. 10. of the mansion or manor-house in Beedale called Duckett or Dovecoate Hall with two little garths thereunto belonging; the closes thereunto adjoining called Church-closes and Ryall-ings; with one other part of the demaine adjoining to the said mansion or manor-house, together sixteen acres; a close formerly in the possession of Widow Kirkby, two acres, together with all houses, &c., except all wood, &c.

Usual covenants and agreements, twelve trees to be planted, three boon-days' work with a team and carriages; half the Land-tax to be paid.

Inrolled August 11, 1722.

Indenture June 20, 1722, Dame Elizabeth Stapylton, 1.

Henry Coward of Beedale, weaver, 2.

Lease for twenty-one years at £5. 10. of a mess<sup>es</sup>. and backside with a close called the Moor-close, five acres, one rood, thirty-one perches; a close in Fierby called Fierby-wast, seven acres, with all houses, &c., except all wood, &c.

Usual covenants and agreements; twelve trees to be planted; three boon-days' work with a team and carriages to be performed; half the Land-tax to be paid.

Inrolled August 11, 1722.

Indenture June 20, 1722, Dame Elizabeth Stapylton, 1.

Cecily Clapham of Beedale, widow, 2.

Lease for twenty-one years at 32s. of a mess<sup>es</sup>. in Emmgate with a garth, eleven perches; a close called Stoneruckle-close, one acre and a half, with all houses, &c.

Usual covenants and agreements, three trees to be planted, three boon-days' work with a labourer to be performed; half the land tax to be paid by the tenant.

Inrolled August 11, 1722.

Indenture June 20, 1722, Dame Elizabeth Stapylton, 1.

Richard Boocock (called also Bulcock and Boucock) of Beedale, spurrier, 2.

Lease for twenty-one years at 19s. yearly of a mess<sup>rs</sup>. in Emmgate with a garth, seventeen perches; a parcel of ground called Moore-close, one acre, one rood, thirty perches, together with all houses, &c.

Usual covenants and agreements, four trees to be planted; half the Land-tax to be paid; three boon-days' work with a labourer to be performed.

Inrolled August 11, 1722.

Indenture June 20, 1722, Dame Elizabeth Stapylton, 1.

John Fenwick of Aiskew, yeom<sup>n</sup>., 2.

Lease for twenty-one years at 8s. yearly of a cottage in Aiskew with a garth, two roods, thirteen perches; a close at the Town-end next to a close in the possession of Mark Webster adjoining upon the street that goes to Leeminghall, with all houses, &c.

Usual covenants and agreements, two trees to be planted, three boon-days' work with a labourer to be performed, the whole of the Land-tax to be paid by the tenant.

Inrolled August 11, 1722.

Indenture June 20, 1722, Dame Elizabeth Stapylton, 1.

Emmot King of Beedale, widow, 2.

Lease for twenty-one years at 20s. of a cottage in Emmgate with a garth, seventeen perches; a parcel of ground called the Moore-close, one acre, one rood, ten perches, together with all houses, &c.

Usual covenants and agreements, two trees to be planted yearly; three boon-days' work with a labourer to be performed; half the Land-tax to be paid.

Inrolled August 11, 1722.

Indenture June 20, 1722, Dame Elizabeth Stapylton, 1.

John King of Beedale, shoemaker, 2.

Lease for twenty-one years at £7 yearly of that part of those parcels of ground called Langwithholme-pasture, containing eleven acres; a parcel of ground called Coney-garths, three acres; a close called Long-close or Sandyflatt, four acres, with all houses, &c.

Usual covenants and agreements, seven trees to be planted; three boon-days' work with a labourer to be performed; one shilling, part of the Land-tax, to be paid yearly.

Inrolled August 11, 1722.

Indenture June 20, 1722, Dame Elizabeth Stapylton, 1.

James Pearson of Beedale, sadler, 2.

Lease for twenty-one years at £1. 16. of a mess<sup>rs</sup>. and garth in Emm-gate with a cottage thereunto adjoining, containing in all thirty-seven perches; a close called Coatflat-close or Moore-close, one acre and a half, with all houses, &c.

Usual covenants and agreements, two trees to be planted; three boon-days' work with a labourer to be performed; half the Land-tax to be paid.

Inrolled August 11, 1722.

Indenture April 16, 1722, Dame Elizabeth Stapylton, 1.

Joseph Bendlowes of Aiskew, yeom<sup>n</sup>., 2.

Lease for twenty-one years at £24 yearly of a mess<sup>rs</sup>. with a garth, half an acre, twenty perches; a parcel of ground called Nabfield, eight acres, twenty-seven perches; a parcel of ground called Limekiln-flat . . . and twenty perches; a parcel of ground called the Farside of the Lustrons in three closes, sixteen acres, three roods, thirty-nine perches; a parcel of ground called the Lustron-close, seven acres, twenty-four perches; a parcel of ground called Caldreon's-close, four acres, twenty perches; a parcel of ground called the Moore-close adjoining upon Firby-ground, thirteen acres, five perches; a little close used as a way to the said Moore-close, one acre and a half and twenty-six perches, together with all houses, &c., except all manner of wood, &c.

Usual covenants and agreements, twelve trees to be planted; three boon-days' work with [a team and] carriages to be performed.

Inrolled August 11, 1722.

Indenture June 20, 1722, Dame Elizabeth Stapylton, 1.

Isabell Dickinson of Aiskew, widow, 2.

Lease for twenty-one years at £4. 10. yearly of a croft or garth, containing in the whole one acre and a half; a parcel of meadow ground called Clap-garth, three acres; a parcel of ground called Mill-close, two acres; a parcel of ground called the Low-pasture, twelve acres; and half of the farm as the same is now divided, together with all houses, &c., except all manner of wood, &c.

Usual covenants and agreements, twelve trees to be planted; three boon-days' work with a team and carriages to be performed; half the Land-tax to be paid.

Inrolled August 27, 1722.

W<sup>m</sup>. Reveley, H. Frankland, Cler. Pac.

## EXTRACTS FROM THE ORDERS MADE AT DIVERS SESSIONS.

At THIRSK, April 24, 1750.

Elizabeth Wildon's house at Thirsk is appointed to be registered a meeting-house of the Church of England.

At GUISBOROUGH, July 10, 1750.

Ordered that the repairs of Whitby Bridge be referred to the Justices acting for the Division of Whitby Strand, or any two of them, and that they have power to contract with workmen for repairing the same, it being presented by the Grand Jury at this Sessions; Ordered that the repairs of Eggton Bridge be referred to Rob. Linskill and Roger Beckwith, Esquires, two of the Justices nearest the said bridge, and that they have power &c.

At NORTHALLERTON, July 12, 1750.

James Hunton's house and Michael Snowdon's house at Osmotherley are appointed to be registered meeting-houses of the Church of England.

At EASINGWOLD, January 15, 1750-1.

The Thr<sup>r</sup>. to pay Mr. Ward, C.C. for Whitby Strand, £187. 1. 5, money expended for the repair of Whitby Bridge; the Thr<sup>r</sup>. to pay Rob. Watson of How £2 for travellers passing and repassing through his grounds adjoining to How Bridge in flood-time.\*

At RICHMOND, January 17, 1750-1.

Ordered that Susannah the wife of Edw. Hall of Melsonby be whipt, she being found guilty of a felony at this Sessions by her country; Alice the wife of John Watson of Melsonby to be whipt, being found guilty of receiving stolen goods knowing them to be such; whereas John Gargett of Underthwaite was bound over to answer [? appear] this Sessions by John Hutton and Will. Turner, Esquires, to answer unto such matters, &c., as should be there objected against him touching his being suspected (with others) in the murder of John Patrick, a Scotch

\* The reference in the preceding paragraphs to Whitby Bridge, the Order for its repair, and the expences incurred in carrying out the said Order, and the present notice of the continuance of the payment to the occupier of certain lands in the vicinity of How Bridge, in acknowledgment of his sufferance of the transit of passengers over his land in time of flood, are useful as indicating the slow progress of effectual bridge-building in the North Riding. The date, it should be observed, is 1751.

pedlar, who was supposed to be murdered some time in July last, and upon strict examination taken by this Court several circumstances appear to them that the said John Gargett hath been concerned in the murder of the said John Patrick, and that some further proof of the said murder may be discovered before the next Assizes: Ordered that the said John Gargett be committed to the Castle of York until the said Assizes to take his tryal for the said murder (prosecutors being bound over by this Court for that purpose) and the gaoler of the said Castle of York is hereby Ordered to receive him into his custody and to take care of him accordingly; whereas John Langstaffe of Mickleton, lab<sup>r</sup>., hath been committed to the Ho. of Corr<sup>n</sup>. at Richmond for want of sureties for his personal appearance at this Sessions, and upon strict examination it appears to this Court that he hath been concerned in the murder of John Patrick: Ordered that he be continued in the said Ho. of Corr<sup>n</sup>. until the next Assizes; James Patrick of Penrith in the county of Cumberland bound in £20 to appear at the Assizes and prefer a Bill of Indictment against John Langstaffe and John Gargett, prisoners on supposition of murdering John Patrick; Andrew Beaty of Linholm in the parish of Westerkerk near Longholm, North Britain, bound in £40 to appear at the Assizes and give evidence against the said John Langstaffe and John Gargett (concerning the said murder) to the jurors who shall enquire thereof, and to the jurors who shall be on the trial.

At THIRSK, April 16, 1751.

Ordered that the wood bridge at Masham shall be taken down, and a new bridge built as soon as conveniently can be of stone, in a convenient place to be approved of by the Rev. Edw. Place, Dean of Middleham, John Milbank and John Dodsworth, Esquires, or any two of them, and that in the meantime the said Justices shall employ such persons as they think proper to buy and lay in materials for the building the said stone bridge, and that until the said stone bridge shall be built Mr. John Wrayther, C.C. for Hang East, shall take care to repair the present bridge at as easy an expence as possible to make it serviceable for the country; Edw. Carter of Theakston, gent<sup>n</sup>., is appointed court-keeper, receiver, and gamekeeper by the Right Hon. Thomas Bruce Brudenell, Lord Bruce and Baron Bruce, of Tottenham in the county of Wilts, for his mannors of West Tanfield, East Tanfield, Thornbrough, Bins, and Nosterfield, Sutton Grainge, Wath, Sinderby, Carthorpe, Leeming with Exilby and Newton, East Witton, Jervaux, Newstead, Angram Coat and Hamner, Sowden Beck, Kilgram, Marriforth, Heyning Ruswick, Newton in the Willows, Hutton Hang, Greasy Nook, Aikberge, Hesleton, Fingall, Ellingtons Ambo, Ellingstring, Ilton, Manfield, Clowbeck, Newsome Long Green, Whorlton, Thornton



Steward, Snape, Nunnington and Masham ; Peter Mackpherson, Rob. Robinsor, Peter Mackdonald, John Scot, Chas. Eblestone and Eliz<sup>th</sup>. Lacey to be publicly whipt and sent by testimonial to their several settlements ; the dwelling-house of Bartholomew Smith of Thirsk is licensed for the public worship of Almighty God by a congregation of Protestant Desenters called Quakers.

At NORTHALLERTON, July 18, 1751.

Whereas it was Ordered last Thirsk Sessions that the wood bridge over the river Eure at Masham should be taken down and a new one built of stone, and that until the said stone bridge should be built the C.C. should repair the old bridge to make it serviceable for the country ; it is hereby Ordered that the said Order shall be discharged, and it is further Ordered that the said bridge shall be taken down and shall be rebuilt as soon as conveniently can be with stone, and that in the mean time the same three Justices shall employ such persons as they shall think proper to buy materials, and shall make contracts for building the same, and that until there shall be occasion to take down the said wood bridge the said C.C. shall take care that the same shall be repaired at as easy an expence as may be, and that after it shall be thought proper to take it down, the wood and the materials thereof, or such and so much of 'em as shall be thought proper, shall be applied and made use of towards the building of the said stone bridge, and that betwixt the time of taking the said wood bridge down and building the said stone bridge a slight narrow bridge at as easy an expence as may be for that turn only shall be made by direction of the said Mr. John Wrayther for the passing over of foot people only, and that such of the materials of the old bridge as shall not be used in the building of the said stone bridge shall be made use of for the making of the said foot-bridge, and that the said John Wrayther shall have power to procure such other wood as shall be wanted for that purpose in case the wood of the old bridge be not sufficient, or at the option of the said Justices a boat shall be made and provided for the use of such foot people as shall have occasion to cross the said river, in case it shall be thought more advisable than the making of such foot-bridge as aforesaid.\*

At THIRSK, October 8, 1751.

Ordered that the dwelling-house of Mrs. Allan, in Gale in Wensla-

\* This, with a preceding Order touching the same matter, and no less as supplemented by a closely succeeding Order, is not without its interest in illustrating the method of official and other procedure in the provision of the more effectual bridge accommodation imperatively called for by the advance of economic improvement, and the increase of traffic thereby occasioned.

dale in the parish of Aisgarth be licensed for the public worship of Almighty God by a congregation of Protestant Desenters ; the Thr<sup>r</sup>. to pay the Deputy Sheriff 5s., his expences for whipping Will. Thompson at Middleton Tyas, July 18 last ; Rob. Frank, late of Hackness, house carpenter, to be fined 6s. 8d., he being indicted at this Sessions for maliciously and unlawfully breaking the windows in the dwelling-house of one John Richardson of Hackness, and other enormous crimes, such as threatening to kill, destroy or maim the said John Richardson when he had an opportunity, for which he is Ordered by this Court to be committed to the Castle of York, there to remain until he shall pay the said fine and find two sureties for his good behaviour, himself to be bound in £50, and his sureties in £25 each ; whereas at Thirsk Sessions, April 16, the wood bridge over the river Eure at Masham stood indicted for want of repair, and whereas at Northallerton Sessions, July 18 last, an Order was made that the said bridge should be taken down and rebuilt with stone, and that the Rev. Edw. Place, John Milbank and John Dodsworth, Esquires, should employ persons to buy materials for building the said stone bridge and should make contracts for the building of the same, and do other things as in the said Order are particularly mentioned, but no power is thereby given to them to build the said bridge in such convenient place as they or any of them should think proper : Now it is hereby Ordered that the said bridge shall be built of stone upon the river Eure at Masham aforesaid, either upon the old foundation where the decayed wood bridge now stands, or in such convenient place near to the same as shall be approved of by the said Justices ; whereas an Act of Parliament was made in the twentieth year of the reign of his present Majesty intituled an Act for repairing the road leading from Catherick Bridge to Yarm, and from thence to Stockton in the county of Durham, and from thence through Sedgfield to the city of Durham, and whereas by colour of the powers given by the said Act at a meeting of Will. Sutton, Will. Sleigh, Tho. Peirse, Ralph Wheatley, Rowland Burdon, Henry Brown, John Wilson, and David Burton, being eight of the trustees nominated and appointed (amongst others) for putting in execution the said Act, at the house of Mrs. Ann Scaife's in Stockton, March 20, 1750-1, they did make an Order in the following words, to witt :—whereas it appearing to the trustees that the carriers of lead on the said road do load and unload the same several times in one day in order to avoid the payment of the tolls, for the preventing whereof it is hereby Ordered that all carriers of lead shall for the future pay the whole tolls payable at the three turn-pikes gates erected upon the said road at Low Worsall, Mark Stone, and North Cowton on passing through any one of them, and be permitted to pass through the other two of the said gates toll free : and

whereas John Potts of Low Worsall, yeom<sup>n</sup>., since the making of the said Order has been compelled at diverse times within two months last past to pay tolls more than once in one day, to witt—5*d*. in the morning, and 3½*d*. upon his return in the evening before twelve of the clock at night for the same cart drawn by the same two horses passing and repassing through the same turnpike gate at Low Worsall contrary to the said Act, for which grievance the said John Potts has appealed to this Court : Now upon hearing the evidence given on behalf of the said John Potts, and hearing Council, as well on his behalf as of the Thr<sup>r</sup>. and commissioners and trustees of the said turnpike, we are of opinion that the said tolls taken of the said John Potts as aforesaid is a great grievance and is very partial and oppressive to the said John Potts, and is contrary to the said Act : and whereas Geo. Lun of Low Worsall did also appeal to this Court from the like grievance done to him, and Rob. Nicholls of Scorton did also appeal for being compelled to pay at North Cowton turnpike gate 11½*d*. for once passing through the same with a cart and three horses, to both which appeals the said Thr<sup>r</sup>., &c., made no defence but agreed that the same were grievances, and submitted themselves to the judgment of this Court, and this Court doth accordingly adjudge and determine that the tolls so taken of the said Geo. Lun [?] and Rob. Nicholls are very great grievances and contrary to intention of the said Act ; whereas by the Act for repairing the Road leading from Catherick Bridge to Yarm it is enacted (among other things) that it shall be lawfull for the Justices in the North Riding and in the county of Durham at their respective Qu. Sessions after September 29, 1747, if they think fit to appoint one or more fit persons to survey and view the ruinous roads by the said Act directed to be amended, and to enquire of and concerning the application of the tolls and duties taken and received in pursuance of the said Act, and in case such persons shall find any misapplication of the said moneys, or any other abuses of the powers or authorities given by the said Act, they shall certify the same to the said Justices at their respective Sessions, who are thereby authorized and empowered and required to hear, examine and finally determine the same without further or other appeal : and whereas complaint has been made unto us at this Court that several grievances and abuses of the powers given by the said Act have been made on the said turnpike road, therefore we, in pursuance of the said Act, do appoint Geo. Hutchinson of Maunby, gent<sup>n</sup>., and Rob. Hutton of Newby Wisk, gent<sup>n</sup>., to survey, view, and inspect the said road and to inquire concerning the application of the tolls and duties, and in case they shall find any misapplication of the money collected and raised by virtue of the said Act or any other abuses of the powers thereby given they shall thereupon certify the same in such manner as by the said Act is directed.

At MALTON, January 15, 1752.

Forasmuch as this Court is informed of several abuses done to and concerning Whitby Bridge (a common bridge within the North Riding, and constantly repaired at the expence thereof), that ships in the port of Whitby are constantly fastened by their cables and other ropes to the said bridge, whereby the same is often in danger of being pulled down, and also that some masters of ships do refuse to pay the ancient and accustomed dues for their ships passing through the said bridge, to witt :—8*d.* for every ship belonging to the said port of Whitby, and 16*d.* for every ship belonging to any other port, one moiety or half part of the said dues being always paid by the Bridgemasters to the cashier appointed by this Court for the time being, towards repairing the said bridge, and the other moiety being retained by the said Bridgemasters as a salary for their attending and drawing up the leaves of the said bridge for the ships that pass through the same : it is therefore Ordered that if any person shall from henceforth fasten or moor their ships with cables to the said bridge, that then the Bridgemasters are to make complaint to the next J.P. against such person so offending, who are desired to give their assistance for binding them over to answer for the same at the next Sessions : and it is further Ordered that if any owner or master of any ship shall at any time hereafter refuse to pay to the Bridgemasters aforesaid the ancient and accustomed dues for their ships passing through the said bridge, then such Bridgemasters for the time being shall and may lock the said bridge and stop such ship or ships of him or them so refusing from passing through until such dues are fully paid to such Bridgemasters as are appointed by this Court to demand and receive the same and it is further Ordered that a copy of this Order may be constantly kept up on the said bridge at Whitby, that no persons may plead ignorance of the same.\*

At THIRSK, April 7, 1752.

James Ruddock, Jonathan Walker and Eliz<sup>th</sup>. Phillis to be publicly whipt and sent by testimonial to their several settlements.

At GUISBROUGH, July 28, 1752.

Ordered that the forehouse belonging to Samuel Gowland of Great Ayton be licensed as a meeting-house for the dissenting preachers.

\* It must suffice here to refer to the very numerous entries touching upon Whitby Bridge and its repairs, which are to be found in almost every Volume of the present series, and to add that very many points of interest, as connected with the history of the said bridge, have been adverted to and developed in a variety of notes appended to such notices. In this connection, special reference may be made to Vol. II. pp. xi, xii, 319, 320; Vol. III. p. 46; Vol. IV. p. 217; Vol. V. pp. 7, 72; Vol. VI. pp. 16, 47; &c.

At NORTHALLERTON, July 30, 1752.

Ordered that Tho. Britton, jun<sup>r</sup>., late of Raskelf, be committed to the Castle of York till the next Assizes, to take his tryal upon an indictment found against him at this Sessions for feloniously stealing out of the dwelling-house of Chr. Cooper twelve silver buttons, one leather pocket, one leather purse, five Portugal pieces of gold of the value of £3. 12. each, five other Portugal pieces of gold, value £1. 16. each, two moidores, twenty guineas, and £1. 16. in monies numbered of the goods, chattles and monies of the said Chr. Cooper ; whereas an Order was made at Thirsk Sessions, October 8, 1751, in pursuance of the Act for the repair of the road leading from Catherick Bridge to Yarm, that Geo. Hutchinson and Rob. Hutton, gent<sup>n</sup>., should survey, &c., the said road, and enquire concerning the application of the tolls and duties taken in pursuance of the said Act, and in case they should find any misapplication of the money collected, or abuse of the powers given by the said Act, that they should certify the same : and whereas complaint has been made unto us at this Court that several grievances and abuses of the powers, &c., have been made on the said turnpike road, it is further Ordered that the said Geo. Hutchinson and Rob. Hutton do, on or before the next Sessions at Thirsk, survey, &c., the said road and examine the books of the Thr<sup>r</sup>., and take an account of and concerning the application of the tolls, &c., taken since Michaelmas last, and report the same to the next Sessions : and the Thr<sup>r</sup>. is hereby required to show and deliver his books of accompts to the said inspectors, that they may have reasonable time to examine the same.

At THIRSK, October 3, 1752.

The Thr<sup>r</sup>. to pay to Tho. Kipling, gent<sup>n</sup>., one of his Majesty's coroners for this Riding, £2. 14. 3, being his fees of 9d. a mile stipulated by a late Act of Parliament for taking two inquisitions, one at Hutton Bushell, sixteen miles from Kirbymoorside, which is the place of the coroner's abode, and the other in the parish of Lestingham, three miles from his said abode.

At EASINGWOULD, January 9, 1753.

The Thr<sup>r</sup>. to pay John Theakston, gent<sup>n</sup>., coroner, 12s. 5d., the North Riding proportion of 40s. which he is intituled to by Act of Parliament for taking two inquisitions at the Castle of York ; the Thr<sup>r</sup>. to pay John Theakston £1. 3, his fees stipulated by a late Act of Parliament for taking an inquisition at Overton four miles from the city of York, which is the place of the coroner's abode ; the Thr<sup>r</sup>. to pay John Theakston £1. 6, his fees for taking an inquisition at Flaxton, eight miles from his abode : Ordered that any two of the Justices acting for the Division of Langbarugh do at some convenient time before the

next Sessions meet any two of the Justices acting for the County Palatine of Durham, to view and inquire into the repairs of the great bridge at Yarm, and make their report at the said next Sessions, and the wardens or collectors of the qwit-rents payable towards the repairs of the said bridge are hereby Ordered to keep in their hands all such moneys as they shall collect for that purpose before the next Sessions until this Court shall make further Order herein.

At THIRSK, May 1, 1753.

The Thr<sup>r</sup>. to pay to Tho. Kipling £1. 13. 6. for taking an inquisition at Whitby, eighteen miles from the place of his abode; the Thr<sup>r</sup>. to pay John Theakston 12s. 5d., the North Riding proportion of 40s. which he is intituled to for taking two inquisitions at the Castle of York; John Heath of Whitby, gent<sup>n</sup>., is appointed gamekeeper by David Burton of Yarm, Samuel Howlet of Stokesley, and John Mathews of Stokesley, gentlemen, Lords of the Mannors of Ugglebarnby and Eskdale, otherwise Eshdale, otherwise Sleights; \* Ordered that John Milbank, Esq., and the Rev. Edw. Place shall have power pursuant to the Act of Parliament made [14 George II.] 1741 to contract with Dame . . . Vanburgh and Will. Danby, Esq., for certain pieces of land near to Masham Bridge, a country bridge over the river Yore, on either side of the said river for the more convenient rebuilding of the said bridge, which parcels of land shall not exceed in the whole one acre, and that the said lands so to be purchased shall be conveyed to the said Justices in trust, and for the uses and purposes aforesaid; whereas Tho. Davison, Lyonel Vane, Will. Sutton, and Richardson Ferrand, Esquires, and the Rev. John Emerson, Clerk, five Justices of the County Palatine of Durham, and Tho. Skottowe, Esq., a Justice of the North Riding, have, by a report in writing under their hands, dated April 28th last, this day delivered into this Court, set forth that they had that day met and viewed the repairs and condition of the great bridge over the river Teas at Yarm, and that sundry repairs are now necessary to be done for the support and preservation of the said bridge, a particular of which said repairs are mentioned in their said report, and the said Justices having in their said report set forth that it will in their judgments be for the interests of the said county of Durham and for the said Riding to determine a contract now subsisting with John Bennyson, mason, for the keeping of the said bridge in repair (the said Bennyson being advanced in years and desirous to have the same contract determined) and that the present and future

\* Of some little local interest as marking the gradual supersession of the old name of the township, or Eskdale, Eskdaleside, by the more modern appellation Sleights; the latter having been originally merely a small subdivision or quasi-parochial district of Eskdale.

repairs of the said bridge be done under the direction and inspection of two neighbouring Justices of each county, and that the annual sum of £8. 5. 2. payable to the repairs of the said bridge be for the future paid by the Bridgewardens of Yarm into the hands of a person who will be responsible for the same, in order to be and remain a fund for repairing the said bridge, it being apprehended that a less sum will yearly defray the expence after the repairs now wanted and in the said report mentioned are done : it is therefore Ordered that the said contract be determined, and that such security as the said Bennyson entered into for the performance thereof be delivered up to him to be cancelled, and that any two Justices in the Division of Langbarugh in conjunction with two or more of the Durham Justices make such contracts or agreements, and such Orders for the doing and finishing not only the repairs in the said report mentioned, but also all future repairs of the said bridge as to them shall seem meet : and this Court doth also Order that the said annual payment shall from time to time be paid without deduction by the said Bridgewardens into the hands of David Burton of Yarm, gent<sup>n</sup>., who hath agreed to give proper security for the same, and that the said Justices to whom the said repairs are referred may be at liberty to direct the application of the said sum towards the said repairs as they shall think fit, and that they from time to time make their report to this Court, not only of the expence of making the reparations in the said report mentioned, but also of the annual disbursements attending the repairs of the said bridge, to the end that the Court may be acquainted with the state and condition of the said bridge, and of the proper application of the said annual sum left for the repairs thereof, until this Court shall think fit to make further Order therein.

At GUISBROUGH, July 10, 1753.

The Thr<sup>r</sup>. to pay John Theakston £2. 10, his fees for taking an inquisition at Fingall, forty miles from York, the place of his abode, £2. 10. 9. for taking an inquisition at Brompton-on-Swale, forty-one miles from the said city, and £1. 2. 3. for taking an inquisition at Huntington, three miles from the said city ; the Thr<sup>r</sup>. to pay Fr. Richardson, gent<sup>n</sup>., coroner, £1. 6, for taking an inquisition at Ingleby Greenhow, eight miles from Kirkleatham, the place of his abode, £1. 7. 6. for taking an inquisition at Yarm, ten miles from Kirkleatham, and £1. 7. 6. for an inquisition at Dale House in the parish of Hinderwell, ten miles from Kirkleatham ; this Court doth certify that Jas. Appleton of Yarm, maltster, hath this day made proof in open Court, by and upon the corporal oaths of Rob. Todd, Rob. Jackson, Jas. Miller, and Will. Harrison, his servants, that he was, Feb<sup>r</sup>. 17th last,

proprietor or owner of two hundred and forty-seven bushells of green malt, and thirty-four bushells of grinded malt, which had paid the duty to his Majesty, and that the same were the said 17th day of February totally destroyed in the kiln and mill of the said Jas. Appleton, occasioned by a very extraordinary, sudden, and unavoidable overflowing of the river Teas in the said town of Yarm, and that the duty which he had paid for the said two hundred and forty-seven bushells of green malt amounted to £4 18. 9½., and of the said thirty-four bushells of grinded malt to 17s; Ordered that Mary Watson, of the parish of Whitby, be fined 1s., and committed to the Ho. of Corr<sup>n</sup>. at Thirsk for one month, an indictment being found against her this Sessions for a trespass in breaking a certain dwelling-house belonging to the trustees for releif and support of maimed and disabled seamen in Whitby; John Heath of Mulgrave, gent<sup>n</sup>., is appointed gamekeeper by Will. Kelynge and Zachary Chambers, of the parish of St. James, within the city and liberty of Westminster in the county of Middlesex, Esquires, and Joseph Ashton, of Surrey Street in the Strand, in the said county, gent<sup>n</sup>., three of the executors named in the last will of the most noble Catherine, late Duchess of Buckinghamshire and Normanby, deceased, who have duly proved the same, lessees of the manors of Mulgrave and Seaton, for the said manors.

At NORTHALLERTON, July 12, 1753.

Will. Bailey of Bowes, gent<sup>n</sup>., is appointed gamekeeper by Sir Tho. Robinson of Rokeby Park, Bart., lord of the mannor and peculiar jurisdiction of Bowes, in trust for the owners and proprietors of the said mannor and peculiar jurisdiction; Ordered that Tho. Johnson and John Knowles, both of East Witton, be licensed for badging corn, &c.

At THIRSK, October 2, 1753.

The Thr<sup>r</sup>. to pay Rob. Wilson and Geo. Thompson £2. 14. 3. for prosecuting and convicting David Harkness, a horse-stealer, according to a late Act of Parliament; John Hutton, Jun<sup>r</sup>., Esq., is appointed gamekeeper by Mrs. Margaret Wharton and Mrs. Mary Wharton, ladies of the manors of Gilling, Melsonby, Oldbrough and Fremington; Will. Blackbeard of Skakleton, yeom<sup>n</sup>., is appointed gamekeeper by Dame Sarah Dawes, *alias* Thompson, of Escrick, guardian to her son, Beilby Thompson, Esq., an infant, lord of the mannor or lordship of Skakleton; the Hon. Mr. Tho. Vane is appointed gamekeeper by the Right Hon. Tho. Bruce, Lord Bruce and Baron [Bruce] of Tottenham in the county of Wilts, lord of the mannor and estate of Manfield; Ordered that the repairs of one hundred yards of the road west of Estall Bridge, otherwise Eshall, otherwise Easeley Bridge, be referred to



the Justices acting for the Division of Bulmer, or any one of them, it being presented by the Grand Jury as a County bridge and out of repair; the Thr<sup>r</sup>. to pay Will. Kipling £145 for the repairs of Roothforth bridge, formerly presented by the Grand Jury at this Sessions; the Thr<sup>r</sup>. to pay to Mr. Shout and Mr. Bryan Fenwick £150, in full for the repairs of Newsham Bridge; the Thr<sup>r</sup>. to pay Mr. Ralph Hutchinson, C.C. for Gilling West, £61. 5. 9. for the repairs of Reeth and Grinton Bridges; the Thr<sup>r</sup>. to pay Mr. Ralph Hutchinson £78. 8. 6½. for the repairs of New Bridge and Marsk Bridge; the Thr<sup>r</sup>. to pay Mr. David Burton £30. 17. 4. this Riding's proportion of the expence for the repairs of Yarme Bridge; the Thr<sup>r</sup>. to pay Will. Peacock £34. 7. 5. for the repairs of North Kilvington Bridge; the Thr<sup>r</sup>. to pay John Wrayther, C.C. for Hang East, £16. 10. 5. for the repairs of Masham Old Bridge, and High and Low Burn Bridges; the Thr<sup>r</sup>. to pay Mr. Taylor, C.C. for Rydale, and Mr. Mitchelson, C.C. for Pickering Lyth, £26. 2. 0½. towards the rebuilding of Newsham Bridge; whereas it is computed by this Court that £500 is wanted for the repair of Masham, Estall, and other bridges presented by the Grand Jury, and also £20 for carrying vagrants, £20 for prisoners' money, £20 for governors' wages, £20 for soldiers' baggage, and £20 for hosp<sup>l</sup>. money: Ordered that £600 be estreated, &c., and paid to Mr. Geo. Hutchinson and Mr. Rob. Hutton (who are elected by this Court Thr<sup>r</sup>. of this Riding) at the next Sessions, three-fourths of the last quarterly payment having been already expended.

At NEW MALTON, January 15, 1754.

The Thr<sup>r</sup>. to pay Mr. Taylor, C.C. for Rydale, £1. 19. 3. and to Mr. Proud, C.C. for Rydale, £3. 16 for attending fairs and markets to stop all persons from bringing horned cattle there for sale without legal certificates, as by an Order made at Helmsley May 21, 1752; John Jolley of Newton is appointed gamekeeper by Gabetas Norton of Sawley, Esq., lord of the mannor of Newton in Cleveland; Rich. Patton to be discharged out of the Ho. of Corr<sup>n</sup>., he being a lunatick, and his brother John Patton of Leckonby, in the parish of Wilton, promising the Court to see him taken care of; the Thr<sup>r</sup>. to pay Jas. Hebden of Scarbrough, Esq., £46. 7. 8. by contract for getting stone in his quarry at Appleton-in-the-Street for the use of Newsham Bridge that was rebuilt last summer; Ordered that a warrant be granted against the Overseers of the highway of the township of New Malton to answer an indictment found against them this Sessions for not repairing their town-street.

At RICHMOND, January 18, 1754.

George II. to the Sheriff of York: We command you that by the  
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oath of honest and lawful men you diligently enquire whether or no it be to the damage of Us, or of any other, if we should grant to Jas. Shuttleworth, Esq., license to inclose or change such part of the common highway leading from the town of Forcett to the town of Caldwell, beginning in the said town of Forcett at a house in the occupation of Will. Wilkin, and leading in an irregular manner by the park-gate at the east end of the park of the said Jas. Shuttleworth, and from thence to the south end of the field in the occupation of Ralph Singleton called the Crofts, and from thence to the south end of a field in the occupation of Widow Gouling called the High-paddock, and from thence along the south end of another field in the occupation of Michael Wind called the Winter-field, and from thence turning northward into and along the lane leading to Caldwell aforesaid, containing by measurement forty-nine chains and twenty-one lengths, to hold the said part of the said highway so inclosed to him and his heirs for ever, so that he do in his own lands set out another highway as convenient for passengers through the same, and if it will be to the damage, &c., then of whom and how, &c., and how much that way to be held doth contain by number of perches &c., as well in length as breadth : and that you return this inquisition, &c.—By Sir Dudley Ryder, Attorney General of our Lord the King : Inquisition indented, taken at Forcett, November 15, 1753, before me Sir Ralph Milbank, Sheriff, upon the oaths of Rich. Seymour, John Crofts, and Will. Cornforth, Esquires, Chr. Crawford, Tho. Spenceley, Jas. Stubbs, Rob. Colling, Edw. Page, John Bailes, Jas. Bailes, Tho. Buckton, jun<sup>r</sup>., Tho. Appleby, Tho. Ovington, Tho. Simpson, Joseph Watson, and Ambrose Pearson, gentlemen, sixteen honest and lawful men, who, being impanelled, &c., do say upon their oaths that it will not be to the damage of our Lord the King or of any other if our said Lord the King grant to Jas. Shuttleworth licence to inclose or change part of the said highway, if he make another highway in his own lands beginning from the said house in the occupation of Will. Wilkin, and to lead northward along a piece of ground in the occupation of the said Jas. Shuttleworth called Lane-close to the field called the Crofts, and from thence along the middle of the said Crofts, and also along the end of two pieces of ground in the occupation of Widow Gouling called Gouling's Pasture and Little Meadow Field, and also along the end of a pasture in the occupation of Michael Wind called Wind's Pasture into the said Caldwell-lane, containing by admeasurement forty-nine chains and one length : and the Jurors aforesaid do upon their oaths further severally say that the said way to be held doth contain in length one hundred and eighty-three perches, ten feet and fifty-six tenths or thereabouts, and in breadth one perch,

fourteen feet and five-tenths. In witness whereof I, the said Sheriff, as well as the said Jurors, have hereunto set our hands and seals the day and year first above written. By the Sheriff; whereas complaint hath this day been made to this Court by the Overseers of Manfield that Jas. Brown of Manfield hath turned away his wife Ann and refused to maintain or provide for her, by reason whereof she is likely to be chargeable to the said parish: whereupon, and on hearing the alligations of the said James and his wife, this Court doth Order that he do immediately pay her 40s., and do pay her the further sum of 1s. per week, to be computed from this day, for so long time as he and his wife shall live separate, and upon his neglecting to pay the said moneys the Overseers are required to levy the same upon his goods and chattells, and for default of goods to take him and convey him to the Ho. of Corr<sup>e</sup>. at Richmond, there to be detained until he shall be legally discharged.

At THIRSK, April 23, 1754.

Henry Carr about five years ago came into the township of Egton and there exercized the office of an Exciseman for three years together, and in each of the three years was assessed by the name of the exciseman to the land tax charged upon that township by virtue of the Act of Parliament for raising the same for those respective years, and paid his proportion of the said tax so assessed upon him in each of those years to the proper officers appointed by the commissioners: no other exciseman resided at Egton during those years: afterwards Henry Carr is removed from his office and being likely to be chargeable is removed with his family by Order of two Justices to Upleatham, where he had rented £10 a year before his going to reside at Egton and paying the land tax there: the question is, whether, being so rated and paying the said tax as above stated will gain Henry Carr a settlement at Egton, which is ordered to be referred to his Majesty's Judges of Assize for their opinion, and it was referred accordingly and the opinion as below:—I think Henry Carr's being rated and assessed and paying the land tax as above gained him a settlement at Egton:—E. Clive. York, March the 28th, 1754; the Thr<sup>t</sup>. to pay Mr. Proud £3. 10, and Mr. Taylor £3. 15, for attending fairs, &c., to stop persons from bringing horned cattle for sale without legal certificates; the Thr<sup>t</sup>. to pay Mr. Taylor, C.C. for Rydale, £1. 15. for the like; the Thr<sup>t</sup>. to pay Joseph Smith, conveyer of vagrants from Eryholme to Burroughbridge, £1. 1. over and above the 2s. a head allowed him, in consideration of the loss he has sustained in conveying vagrants this quarter; the Thr<sup>t</sup>. to pay Samuel Fletcher, the conveyer of vagrants from Milby to Newsham, £1. 1. over &c.; the Thr<sup>t</sup>. to pay the Clerk

of the Peace £8. 12. 6, being money expended by him for the use of the Riding, and his attendance upon the Judge five days at the Assizes for the ratification of the Justice Clerk's fees, as by Order of Court; Ordered that Sam. Fletcher be continued Vagrant-carrier from thence to Newsham by reason he has reduced the former prices, and that he be allowed 2s. 4d. for each vagrant and subsistence, the same allowance given to the Eryholme conveyer; a warrant to be granted against Jas. Monkman, late of Huby in the parish of Sutton, yeom<sup>a</sup>., to answer an indictment found against him for lodging an inmate.

At GUISBROUGH, July 16, 1754.

The Thr<sup>t</sup>. to pay Mr. Fr. Taylor, C.C. for Rydale, £4. 15. for cobbles for paving New Malton Bridge; the Thr<sup>t</sup>. to pay Geo. Rymer £3. 3. for his extraordinary expences in carrying several tables of Justice Clerk's fees to all the Justices in the North Riding; the Thr<sup>t</sup>. to pay Mr. Proud, C.C. for Rydale, £10. 17. 6. for the repairs of the battlement and causeway of Tyle House, Deepdale, and Normanby Bridges, which was thrown down by the floods; Rob. Beadnel of Whitby is appointed gamekeeper by Nathaniel Cholmley of Whitby, Esq., lord of the mannors of Whitby, Whitby Laiths, Fyling and Stakesby.

At NORTHALLERTON, July 18, 1754.

It being the opinion of this Court that a general Bridgemaster for this Riding may be a means to save the Riding some expence: Ordered that the Clerk of the Peace do give notice in the *York Courant* that the several Justices of this Riding are desired to attend at the next Sessions in order to consult and come to a resolution relating to the same, and that such persons as are disposed to undertake to be the Bridgemaster may bring in their proposals at the said Sessions; Ordered that Joseph Grainger be sent to the Ho of Corr<sup>a</sup>. at Thirsk and be sent from thence to Bedale, there to be publicly whipt on Tuesday the 30th instant, and then remanded back to the said Ho. of Corr<sup>a</sup>., there to remain till the Rev. Edw. Place and John Milbank, Esq., shall direct him to be whipt at Bedale for the second time when they think proper; the repairs of three hundred feet in length from Rutherforth Bridge-end to be referred to John Hutton and Will. Turner, Esquires, and if they find that no persons are to repair it by tenure, then they are empowered by this Court to contract with workmen for repairing the same; John Consett of Northallerton, gent<sup>a</sup>., is appointed gamekeeper by Edwin Lascells, Esq., lord of the mannors and estates of Thornton-in-the-Moor, West Harlsey, Welbury, Stank, Thruntoft, Lanmouth, and Fairholme.

At the CASTLE OF YORK, August 1, 1754.

Whereas it appears to this Court that the distemper raging amongst the horned cattle is in many places within this Riding : Ordered that an immediate stop be put to all the fairs and markets for the sale of cattle within the said Riding till the next Sessions, and that the C.C<sup>s</sup>. do attend at the said fairs to see this Order put in execution.

At WHITBY, September 2, 1754.

Ordered that the fairs within the Division of Langbarugh to be held at Egton, September 4th, and at Guisbrough, September 19th, shall be open for the sale of horned cattle, and that the Sessions be adjourned to Hovingham the 19th inst.

At HOVINGHAM, September 19th.

Ordered that from henceforth all the fairs and public places for the sale of horned cattle within this Riding shall be open, so as proper certificates be produced according to the direction of the several Acts of Parliament and his Majesty's Orders in Council now in force relating to the distemper ; Ordered that Mr. Rich. Proud and Mr. Fr. Taylor, C.C<sup>s</sup>. for Rydale, do from henceforth attend all fairs, &c., to be held within the said Division to inspect the horned cattle and the certificates to be brought with the same, and in case they shall find any horned cattle in any of the said fairs, &c., which shall not be properly certified for, then that they take such measures for the punishment of the owners or drivers thereof as the law directs.

At THIRSK, October 8, 1754.

The Thr<sup>r</sup>. to pay Mr. Proud £3. 6. 6. for attending the fairs, &c., to stop all persons bringing horned cattle for sale without legal certificates ; the Thr<sup>r</sup>. to pay Mr. Fr. Taylor, £3. 3. 6. for the like ; the Thr<sup>r</sup>. to pay the Deputy Sheriff £1. 7. 2. for his expences in whipping Joseph Grainger twice at Bedale, and for keeping him nineteen days in the Ho. of Corr<sup>s</sup>. at Thirsk ; Anthony Jefferson of Staithes, yeom<sup>a</sup>., is appointed gamekeeper by Fr. Middleton of Offerton in the county of Durham, Esq., lord of the manor of Easington ; Ordered that, Mr. Will. Brown of Heaning and Mr. Matthew Ward, jun<sup>r</sup>., of Crakehall, shall be jointly Surveyors of all the bridges within the North Riding lyable to be repaired or rebuilt at the expence of the same, and that they shall be allowed the yearly salary of £20, to be paid by the Thr<sup>r</sup>. at every General Qu. Sessions, at four equal payments in the year, and the several C.C<sup>s</sup>. for the said Riding are hereby Ordered from time to time to give notice to the said Surveyors, or either of them, of the want of repairs of the several bridges within their several Divisions ; Ordered that the several C.C<sup>s</sup>. be continued their salary of 10s. a year for look-

ing after the county bridges, and that they do from time to time give notice to Mr. Will. Brown or Mr. Math. Ward whenever any bridge within their several Divisions is out of repair ; whereas by an Act made in 1696 his Majesty's Justices are impowered to direct their precept to the Surveyors of the Highways where two highways meet, requiring them to erect there a stone or post with an inscription containing the name of the next market town to which each of the said highways leads, and in case any Surveyor shall, three months after such precept to him delivered, neglect to cause such stone or post to be fixed, he shall forfeit 10s., to be levied by warrant of any J.P., directed to the Constable, &c., requiring him to distrain the goods of such offender and employ the sum so levied towards erecting such stone, and in case any of the sum shall remain, to imploy the same in mending the said cross roads ; and whereas by another Act passed in 1734, if the Surveyors of the Highways shall find any highways deep and foundrous,\* and the hedges adjoining to be so high as to prevent the benefit of the sun and winds, such Surveyors are impowered to make presentment of such hedges to the Justices who live in or near the Division where the highway is, at their special Sessions, which Justices, or two of them, are impowered to summon the occupiers of the lands whose hedges are presented to appear at the next public meeting of the Justices to shew cause why such hedges should not be new made or cut low, and if it shall appear that such way is deep and foundrous and damaged by the height of such hedges, the Justices are required to issue out a precept to the Surveyors of the Highways of the parish where such hedges are, directing them to leave notice in writing at the place of abode of such persons that they are required to new make, &c., the said hedges within thirty days after such notice so as the same be given between the last of September and the first of February, and in case of their neglect to do the same the Surveyors are required to do the same, so as such hedges be left three feet high above the bank, and such persons as shall neglect to new make such hedges shall repay to the Surveyors such reasonable expences as they shall have been put to on that occasion, and in case of neglect to pay such expences within fourteen days after the same have been demanded the Justices, at any of their special meetings, are to issue out a precept to the Constable requiring them to levy for the repayment of the Surveyors such sum of money as the said expences shall amount to upon the goods of such persons as have neglected to pay the same ; and whereas, by another Act of 1753, all pits and holes which shall be made by reason of getting any materials for repairing any highways, or for any other purpose, upon

\* A word which explains itself, but which (possibly) will hardly be found in any dictionary of Standard English, or 'word-book' of Provincial speech.

any common, heath, or waste ground shall be sufficiently fenced off during the time it shall be continued open, and all persons shall within fourteen days after digging for such materials cause the same to be filled up, sloped down or fenced off, and the fence to be continued from time to time in repair, and any J.P. upon his own view, or upon the information of any other witness, that the same is not done, shall give orders concerning the same, and on the said person's refusal or neglect to comply therewith within ten days after (proof being made before such Justice of the offence committed, and of the service of such order, and of the refusal &c.), he shall forfeit a sum not exceeding £10 or less than 40s., the same to be laid out in filling up, &c., such pit, and towards the repairs of the roads in the place where the offence shall be committed according to the directions of the Justice, the forfeiture to be levied by distress and sale, rendering the overplus to the owner, all charges being first deducted: it is therefore ordered that the several Surveyors do see the above laws duly put in execution, and make a return in writing of the names of the persons and places who make default, as above directed, and that the Clerk of the Peace do send a sufficient number of printed copies of the above recited Acts of Parliament and this Order to the several C.C's. to be by them distributed to the proper officers in every parish throughout the said Riding.

At EASINGWOLD, January 14, 1755.

The Thr<sup>r</sup>. to pay Tho. Kipling, gent<sup>n</sup>., coroner, £14. 19. for taking thirteen inquisitions at Helmsley, £1. 12. for taking an inquisition at Ayton, £1. 14. 3. for taking an inquisition at Osgarby, £1. 7. 6. for taking an inquisition at Skewsby in the parish at Bransby, and £1. 6. 9. for taking an inquisition at How in the parish of Old Malton, being in all £20. 19. 6.; Geo. Lascelles of Northallerton, Esq., is appointed gamekeeper by Edwin Lascelles, Esq., lord of the manors of West Harlsey, Welbury, Thornton-in-the-Moor, Stank, Lanmouth, Thruntoft and Fairholme.

At THIRSK, April 8, 1755.

Whereas by an account delivered into this Court by Mr. David Burton it appears that he hath received of the Bridgewardens of the Great Bridge at Yarm of the rents and removes by them collected and payable towards the repairs of the said bridge several sums amounting to £20. 15. 6, and that he hath disbursed to the said repairs £35. 9. 11.: Ordered that the Thr<sup>r</sup>. do pay him £7. 7. 2½, one moiety of the balance of the said account due to him; Ordered that the remains of the old bridge at Hutton Rudby be taken down and that a new bridge be built in the most convenient place near the said

old bridge, and that the Justices acting for the Division of Langbarugh, or any two of them, do advertise to take in estimates for building the said bridge upon such plan as they shall approve of, and that they shall have powers to contract &c.

At GUISBROUGH, July 15, 1755.

The Thr<sup>r</sup>. to pay Mr. Rob. Ward, C.C. for Whitby Strand, £282. 5. 4. for repairing Whitby Bridge; the Thr<sup>r</sup>. to pay Mr. Michael Smith, C.C. for Langbarugh, £45 for the repairs of Lealam Bridge; the Thr<sup>r</sup>. to pay Mr. John Bennison £150, being the amount of the first and second payments, as by contract for the repairs of Hutton Rudby Bridge, in the Division of Langbarugh.

Recognizances entered into at Guisbrough, July 10, 1750, for the particular observation of his Majesty's Orders in Council and Acts of Parliament lately made for that purpose.

Nicholas Hill of Spaunton, yeom<sup>n</sup>., Jordan Moorhouse of Helmsley, yeom<sup>n</sup>., John Hartas of Lyth, yeom<sup>n</sup>., jointly in £100 to be levied for the use of our Sovereign Lord the King if they fail in the underwritten condition: the condition of this recognizance is such that if the said Nicholas Hill do in all things observe and obey the several Acts of Parliament relating to the distemper amongst the horned cattle, and the rules, orders and regulations made by his Majesty in Council in relation thereto, and not otherwise, during the continuance of his licence which is for six months from the date hereof; Jordan Moorhouse of Helmsley, Nich. Hill, John Barker of Nawton, yeomen, in £100, William and Henry Park of Pickering, and John Hartas, yeomen, in £100, John Hartas, Nich. Hill and Henry Park in £100, Henry Grundill of Stentondale in the parish of Scalby, John Hartas, and Rob. Kirton of Stentondale, yeomen, in £100, Roger Moorhouse of Helmsley, yeom<sup>n</sup>., Nicholas Hill and John Barker in £100, Henry Park, John Hartas and Will. Park in £100, according to the above condition entered into by the said Nicholas Hill and his sureties at Northallerton, July 12, 1750.

Cuthbert, Jonathan and Thomas Lakin, all of Borrowby, yeomen, in £100 according to the same condition; Will. Kipling of Bowes, Will. Brown of Thoraby, yeomen, and John Carter of Northallerton, innholder, in £100, Tristram Hogg of Thoraby, yeom<sup>n</sup>., Will. Brown, and John Carter in £100, John Hind of West Layton, yeom<sup>n</sup>., Tho. Robson of Ellerton, Rob. Wilkinson of Burniston in £100 according to the above condition.

At THIRSK, April 16, 1751.

Nicholas Hill in £50, Jordan Moorhouse and John Hartas in £25 each, upon condition that the said Nicholas Hill do in all things observe



the several Acts of Parliament, &c., during the continuance of his licence which is in force until Michaelmas Sessions next ; Jordan Moorhouse, Nicholas Hill and John Hartas in £100, Roger Moorhouse, Jordan Moorhouse and Nicholas Hill in £100, John Hartas, Nicholas Hill and Jordan Moorhouse in £100, Henry Grundill, John Hartas, and Nicholas Hill in £100, Henry Park, John Hartas and Henry Grundill in £100, Tho. Harrison of Scalby, yeom<sup>n</sup>., John Hartas and Henry Grundill in £100, Tho. Lascells of Lillings Ambo, Will. Whitwill of Haxby, John Pallister of Haxby, yeomen, in £100, Will. Whitwill, Tho. Lascells, John Pallister in £100, Tho. Weatherill and John Lot of Ayton, yeomen, John Mathews of Stokesley, gent<sup>n</sup>., in £100, Cuthbert and Jonathan Laykin, and James Laykin of Thirsk, yeom<sup>n</sup>., in £100, Tho. Watson of Kirkleavington, John Smith of Thirsk, Henry Eles of Ingleby, yeom<sup>n</sup>., in £100 according to the above condition.

At THIRSK, April 7, 1752.

Tho. Lascells in £50, Will. Whitwell in £25, John Wilkinson of Marton in £25 : upon condition that the said Tho. Lascells observe the several Acts of Parliament, &c., during the continuance of his licence which is in force till the next General Sessions and no longer ; Will. Whitwell, John Wilkinson and Tho. Lascells in £100, John Wilkinson, Tho. Lascells and Will. Whitwell in £100, Tho. Watson Joseph Saylor of Hutton Rudby, Jordan Moorhouse in £100, Cuthbert, Jonathan and Thomas Laykin in £100, Joseph Saylor, Tho. Watson and Jordan Moorhouse in £100, Rob. Downs and Will. Walker of Martin, and Augustine Skottowe of Ayton in £100, Tho. Weatherill, Rob. Downs and Augustine Skottowe in £100, Jordan Moorhouse and Roger Moorhouse, Jonathan Laykin, Tho. Watson in £100, according to the condition entered into by Tho. Lascells and his sureties.

#### EXTRACTS FROM THE MINUTE BOOK, 1769-1786.

Qu. Sessions at THIRSK, April 11, 1769.

Presentments :—James Sagar, late of Askrigg, yeom<sup>n</sup>., for badging corn without a licence ; Rich. Trotter and Chr. Taylor of Aisgarth, James Raw, late of Grinton, Simon Spenceley of Carperby, John Lambert of Aisgarth (acquitted by the Jury), Tho. Parkin of Worton, Jas. Espinall of Redmire, Peter Clarkson and John Broderick, late of Askrigg, Rob. Chapman, late of Thornton Rust, Edmund Atkinson, late of Askrigg, yeom<sup>n</sup>., for the like (Northallerton, July 20 : all dis-

charged by consent of the prosecutor, defendants agreeing to take licences); John Terry, late of Askrigg, for the like (acquitted by the Jury); Chr. Naylor, late of the parish of Grinton, Will. Spence, late of Barton-cum-Walden, Rich. Hesleton, late of Thoraby, Rich. Cockbone, *alias* Cockburn, of Aisgarth, yeom<sup>n</sup>., for the like; John Hutchinson, late of Skelton, blacksmith, for assaulting Will. Sisterton, an officer of the Customs, in the execution of his office, January 26th, puts guilty: fined £50, and to be imprisoned in York Castle until discharged pursuant to 13 & 14 Charles II.

At the CASTLE OF YORK, July 11, 1769.

The list of insolvent debtors was delivered in and sworn to by Tho. Wharton, gent<sup>n</sup>., Keeper of his Majesty's Gaol, the Castle of York.

At YORK CASTLE, July 14.

The following insolvent debtors were discharged, having first taken the oath required by the Act, and otherwise having conformed thereto:—Alice Palliser, late of South Kilvington, widow, Joseph Barker, late of Clifton, gardener, and Jane his wife; Jas. Morland, formerly of Spennithorne, late of Constable Burton, farmer, Tho. Scatchard, formerly of Leeds, late of Mary Gate, clothier.

At THIRSK, October 3, 1769.

Tabitha Furnese, late of Topcliffe, single-woman, Jane Humphrey, late of the same, single-woman, for feloniously stealing fifty iron nails, commonly called brag nails,\* *alias* spykes, at Topcliffe, the property of the Commissioners of Bedale Navigation.

At RICHMOND, January 12, 1770.

Recognizances to answer returned this Sessions:—Joseph Whittron of Knottingley, mariner, Will. Stott, his bail, for making or giving a false report of his ship's lading at Linton Dock: Thirsk, October 2nd, the recog<sup>ns</sup>. of his surety discharged.

At THIRSK, April 24, 1770.

John Ruddock, sen<sup>r</sup>., John Ruddock, jun<sup>r</sup>., Will. Ruddock, late of New Malton, cordwainers, for feloniously stealing ten stone weight of St. Foin hay, value 10d., the property of Rich. Ayrton, gent<sup>n</sup>., April 19th: put themselves not guilty.

At THIRSK, October 2, 1770.

Recognizances of corn badgers: Tho. Johnson of East Witton in £20, Tho. Spence of Burton in £20—upon condition that the said Tho. Johnson do not under colour of his licence forestall, &c., or badge corn contrary to the Statute.

\* A word to be noted as not registered in Halliwell, or any of the ordinary north-country word-books—so far, at least, as I am aware.

At EASINGWOLD, January 15, 1771.

Will. Dennis, Matthew Wellfoot, Chr. Foster, Jas. Holmes, Will. Rigg, for breaking and entering the grounds of Geo. Douthwaite, and with two dogs called lurchers, and twenty snares, killing, taking, &c., five coney, value 4s., his property, January 12th, in the night time, and on divers other times before the said date, at Hutton Moorhouse, being an extra-parochial place within this Riding: Chr. Foster puts not guilty, Will. Dennis, Math. Wellfoot, Jas. Holmes and Will. Rigg put themselves guilty: to be severally imprisoned for three months, and then to enter into sureties for their good behaviour for seven years.

At RICHMOND, January 17, 1771.

Badgers of corn licensed: Will. Earle of Kipling in £40, Geo. Horne of Redmire, Rich. Atkin of Thornton Steward, Will. Sinton of Danby Mill, John Terry and Edmund Atkinson of Askrigg, Jas. Aspinall of Redmire, John Lambert of Marset, Jas. Sagar and Peter Clarkson of Askrigg, John Broderick of Nappa Mill, Chr. Taylor of Gayle, Rich. Trotter of Bainbridge, Will. Wallock of Aisgarth, Rob. Chapman of Thornton Rust, Geo. Broderick of Nappa Scar, John Kendall of Askrigg, Geoffrey Grime of Burton, Tho. Wetherald of Nappa Scar, Tho. Parkin of Worton, Tho. Lonsdale of Thoraby, Edw. Thwaites of Aisgarth, Tho. Wilkinson, Isaac Chippendale, and Will. Oastler of East Witton, in £40 each: upon condition that the several persons abovenamed do not forestall, ingross, or regrate corn, or badge contrary to the form of the Statute.

At THIRSK, April 9, 1771.

Badgers of corn licensed:—Jas. Wray of Burton in the parish of Aisgarth, yeom<sup>n</sup>., in £20, Will. Brown of Heanington, gent<sup>n</sup>., in £10, and John Wray of Bedale, gent<sup>n</sup>., in £10; Rob. Fall of Sowerby, yeom<sup>n</sup>., in £40 upon condition that Jas. Wray and Rob. Fall do not under colour of their licences forestall, &c.

At HELMSLEY, September 12, 1771.

Thomas Duncombe, Esq., George Robinson, Esq., the Rev<sup>d</sup>. William Comber, Clerk, took and subscribed the Oaths of Allegiance and Supremacy, and made and subscribed the Declaration; Tho. Duncombe, Esq., took and subscribed his qualification as a Justice for this Riding, pursuant to the statute; Geo. Robinson, Esq., delivered in his qualification as a Captain in the Militia of this Riding.

At THIRSK, October 8, 1771.

John Murray, a rogue and vagabond, John Robson, Margaret Cambell, vagabonds, to be privately whipped and discharged.

At STOKESLEY, July 14, 1772.

Presentments : Ann, the wife of John Gray, late of New Malton, gingerbread-man, for assault, fined 10s., to enter into a recog<sup>ns</sup>. for her good behaviour till next Sessions (now puts guilty, Thirsk, Oct<sup>r</sup>. 6th.)

At THIRSK, October 6, 1772.

Geo. Robinson, Esq., took and subscribed the oaths and declaration as a Deputy Lieutenant of this Riding.

At NEW MALTON, January 11, 1774.

The Deputy Lieutenant's certificate and return of the Militia of this Riding when at annual exercise is filed amongst the Records of the Sessions of this Riding, pursuant to the directions of the Statute.

At NORTHALLERTON, April 25, 1775.

Joseph Stuart, a rogue and vagabond, this being the second offence, and having been proved an incorrigible rogue, to be imprisoned in the Ho. of Corr<sup>n</sup>. at Richmond for six months and there kept to hard labour, and during that time to be twice publicly whipped on the two next market days at Richmond, and to be advertized that such a person is therein confined and will be delivered to such officer of His Majesty's land or sea forces as shall apply for him to the Justices at the next Sessions or the Sessions after.

At RICHMOND, January 12, 1776.

John Ridsdale, *alias* Rudsdale, and Tho. Tyerman, *alias* Tho. Tyres,\* for feloniously stealing eight rolls of white bread, value 8d., and a wallet, value 2d., the property of John Hodgson, October 31st last; John Ridsdale, *alias* Rudsdale, and Rob. Sadler for assaulting Mr. Rob. Brigham at the parish of Sutton, near Rudby, puts guilty : fined £5. each, and to be imprisoned in the Richmond Ho. of Corr<sup>n</sup>. for one month, and until such fines are paid.

At NORTHALLERTON, April 16, 1776.

Isaac Topham, late of Thirsk Ho. of Corr<sup>n</sup>., lab<sup>r</sup>., for stealing three pair of leather breeches, value 8d., and a ground sheep-skin, value 2d., the property of Sarah Wilson, puts guilty : to be imprisoned in the Ho. of Corr<sup>n</sup>. till next Sessions unless taken into the King's service in the mean time by sea or land; Eliz<sup>th</sup>. Carr, late of the township of Swinton, for stealing 2 oz. of tea, value 10d., the property of John Temple at New Malton, not found.

\* These aliases for the same names occur still, or, at least, are of very recent as well as customary existence, in this immediate district. The same may be said of Bell for Balfour, and others like.

At EASINGWOLD, January 14, 1777.

John Anderson, late of Thirsk Ho. of Corr<sup>n</sup>., lab<sup>r</sup>., for stealing twenty-four printed linen handkerchiefs, value 10*d*. : to be sent to some of his Majesty's ships of war to enter into the King's service, and if he refuse to enter, then to be sent to the Thames for five years according to the Statute.

At RICHMOND, January 16, 1777.

Rich. Hodgson, *alias* Rich. Carr, late of Gilling, lab<sup>r</sup>., for uttering a counterfeit half guinea, and for having one in his possession, puts guilty : to be committed to the Castle of York for twelve kalendar months, and at the expiration thereof to find sureties for his good behaviour for two years, himself in £50, and one surety in £50, or two in £25 each.

At NORTHALLERTON, April 8, 1777.

Mary Martin, late of Thornton, spinster, for stealing a black silk bonnet, value 1*d*., two pair of linen sleeves, value 1*d*., a pair of woollen stockings, value 1*d*., a pair of cotton stockings, value 1*d*., a stuff gown, value 1*d*., two linen caps, value 1*d*., two linen aprons, value 1*d*., a linen shift, value 1*d*., three linen handkerchiefs, value 1*d*., a linen pillow-slip, value 1*d*., and part of a linen sheet, value 1*d*., puts guilty : to be imprisoned in the Ho. of Corr<sup>n</sup>. at Thirsk until Monday next, and then to be whipt at Pickering between the hours of twelve and one, and afterwards discharged.

At GUISBROUGH, July 22, 1777.

John Raper, late of Thirsk Ho. of Corr<sup>n</sup>., lab<sup>r</sup>., for stealing three yards of black sattin ribbon, value 10*d*., puts guilty : to be sent to the Thames, and there employed for five years in raising land and gravel, pursuant to the statute.

At THIRSK, July 16, 1778.

Will. Metcalfe, late of Preston, lab<sup>r</sup>., for defrauding John Sadler of Bedale of a yard of linen cloth, value 3*s*. : to be confined in Thirsk Ho. of Corr<sup>n</sup>. till Thursday next, and to stand in and upon the pillory at Bedale on that day for one hour, between ten and twelve in the forenoon, and then to be discharged.

Recog<sup>ees</sup>. entered into : Edw. Green, jun<sup>r</sup>., of East Smithfield, in the county of Middlesex, surgeon, in £200, Edw. Green, sen<sup>r</sup>., of Doncaster, surgeon, in £150, Geo. Jones of Thirsk, innkeeper, in £50 : on condition that Edw. Green, jun<sup>r</sup>., appear at the next Sessions and enter and prosecute his appeal against a conviction made by Matthew Dodsworth, Esq., for a misdemeanour, and not depart, &c.

At NORTHALLERTON, October 6, 1778.

Simon Letham and Mary his wife, rogues and vagabonds, to be continued two months in Thirsk Ho. of Corr<sup>n</sup>., Simon to be twice publicly whipped, and Mary twice privately, and afterwards to be conveyed to their settlements; Anne Johnson, a rogue and vagabond, says that her settlement is at Berwick-upon-Tweed, to be confined one month in Thirsk Ho. of Corr<sup>n</sup>., once privately whipped, and afterwards passed to her settlement; Isaac Weldon and Ann his wife, rogues and vagabonds, say their settlement is at Liverpool in Bridge, to be continued one month in Thirsk Ho. of Corr<sup>n</sup>., to be whipped the next market day, and then to be passed to their settlement.

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#### INROLLMENTS. BOOK K.

In the name of God Amen: This is the last will and testament of me, Mary Metcalfe, spinster, child and heir as well of Henry Metcalfe, late of Neyburne, gent<sup>n</sup>., my late father, as also of Jarrat Brigham his wife, my mother, both deceased. And first I will my body to be interred privately at the discretion of my executors herein-after named. Item, I order my funeral expenses and the charges of proving and inrolling this my will, and also all my just debts to be paid out of my real estate, so soon as may be after my decease in manner herein-after directed. Item, I give and devise all my mess<sup>es</sup>., lands, tenements, hereditaments and real estate whatsoever, situate, &c., in North Otterington and Dunington, unto and to the use of Sir Thomas Tancred and Sir Henry Lawson, Baronets, the former of Brampton, the latter of Brough, and George Hartley of the city of York, distiller, upon trust with all convenient speed after my decease, absolutely to sell the said premises, either together or in parcels, for such prices as can reasonably be had for the same, and as well the rents, &c., till such sale as the money arising thereby, to apply and pay as follows, to wit, first to discharging the outgoings and expences of collecting such rents, and afterwards in discharging the expences of my funeral, &c., also the expences about such sale, then in satisfaction of my debts in ease and exoneration of my personal estate: and the surplus to pay unto Mrs. Elizabeth Stanfield, Mrs. Elizabeth Atkinson, and Mrs. Ann Maxwell, who all now reside in the same house with me, or unto the survivor of them; and for facilitating such sale as aforesaid my will [is] that the receavour of my said trustees or the survivor of them, or his heirs, shall be good and effectual both at law and in equity, and that the purchasers shall not be

answerable for the application of their respective money. Item, I give, &c., all my goods, chattels and personal estate whatsoever and wheresoever, freed and discharged as well of and from my debts and funeral expences as from all other expences and deductions, unto the said Mrs. Eliz<sup>th</sup>. Stanfield, Eliz<sup>th</sup>. Atkinson and Ann Maxwell, to take the same as joint tenants and not as tenants in common, and I do appoint them executrixes of this my will, and hereby revoking all former wills by me at any time heretofore made, I declare this to be my last will. Sealed with my seal, dated this 8th day of November, 1746, Mary Metcalfe.

Signed, &c, in the presence of us who have subscribed our names as witnesses thereunto in the presence of her and of each other, John Maire, Samuel Smith, Thomas Foster.

North Riding of Yorkshire, to wit, oath having been made before me by Samuel Smith, one of the subscribing witnesses to this will, of the due execution of the same by Mary Metcalfe, the testatrix—let it be inrolled. August 7, 1747, Charles Tancred, J.P.

Inrolled at New Malton, August 22, 1747, before us, P. Watson, Ja. Preston, Clerk of the Peace.

Indenture November 11, 1747, John Messenger Anderson of Dalton Travers, otherwise called Gayles, gent<sup>a</sup>., eldest son and heir of George Anderson, late of Gayles, gent<sup>a</sup>., deceased, Trinian Anderson of Gayles, gent<sup>a</sup>., another son of the said George Anderson, 1.

Thomas Wycliffe of Gayles, Esq., 2.

RECITAL that there is due to the said Thomas Wycliffe upon mortgage of the lands and premises herein-after mentioned for principal and interest, and upon notes and other accompts £309. 0. 10; and that the said Tho. Wycliffe hath agreed with the said John Messenger Anderson and Trinian Anderson for the absolute purchase of all the said lands and tene-ments for £406. 4. 6, out of which purchase money the money so due upon the said mortgage and otherwise was by the said agreement to be deducted, and £12. 10. was also to be deducted out of the said purchase-money as a consideration of the said Tho. Wycliffe's extinguishing one moiety of one yearly free rent of 20s. payable out of the said lands and other the lands of the said John Messenger Anderson and Trinian Anderson, which was late the estate of the said George Anderson in Gayles; and it was and is agreed that henceforth 10s. yearly only be payable to the said Tho. Wycliffe and his heirs for the said free rent, and that all other

the remaining lands and estate of the said John Messenger Anderson and Trinian Anderson whatsoever which was the lands of their said father in Gayles shall henceforth be charged therewith to be payable to the said Tho. Wycliffe and his heirs for ever at Martinmas and May Day by equal payments.

WITNESSETH in consideration of the premises and in pursuance of the said agreement, and in consideration of the said £309. 0. 9. so due to the said Tho. Wycliffe, and of the said £12. 10. to be deducted as aforesaid, and of the further sum of £84. 13. 8. by the said Tho. Wycliffe to the said John Messenger Anderson and Trinian Anderson paid.

Grant by the said John Messenger Anderson and Trinian Anderson of the several closes of meadow or pasture grounds hereafter mentioned :—A close called Whitflatts, nine acres, thirty-five perches ; a close called Stoney Bottoms, five acres, two roods, ten perches ; a close called the High-ings, seven acres, three roods, twenty-four perches, together with all ways, &c.

Covenant for further assurance ; usual covenants against incumbrances except the said mortgage and such conveyances as have been made for the better securing of the same.

WITNESSETH FURTHER that in pursuance of the said agreement, and for the considerations aforesaid, the said John Messenger Anderson and Trinian Anderson do hereby charge all other their lands and estates whatsoever which belonged to their father with the payment of the said yearly rent of 10s. in lieu of the ancient rent of 20s. to be paid to the said Tho. Wycliffe, his heirs and assigns for ever ; and it is agreed that no way shall be through the said Whitflatts or Stoney Bottoms to the Oxholms, or to any other of the estate in Gayles which late belonged to the said Geo. Anderson, but that the way shall be continued through the other grounds as it has been most lately used.

Inrolled January 22, 1747-8.

Indenture November 10, 1747, same parties.

Lease for one year to found a grant of the premises comprised in the last indenture.

Inrolled January 22, 1747-8.

Indenture May 9, 1748, William Knaggs of Skelton in Cleveland, yeom<sup>n</sup>., 1.

John Hammond of the same, yeom<sup>n</sup>., 2.



Simon Sanderson of Kirkleavington in Cleveland, yeom<sup>n</sup>., 3.

The Rev. Thomas Castley of Skelton aforesaid, Clerk, 4.

WITNESSETH in consideration of £48 by the said Tho. Castley to the said Will. Knaggs paid.

Grant by the said Will. Knaggs, John Hammond, and Simon Sanderson, of a mess<sup>es</sup>. with two garths now laid together on the south and backside thereof, containing one acre, two roods, late the estate of Chr. Wilkinson, situate in Skelton, together with all outhouses, &c.

Covenant against incumbrances.

Inrolled July 5, 1748.

Indenture February 27, 1747-8, James Allen of Thornton Steward, gent<sup>n</sup>., 1.

Thomas Pickersgill of High Burton in the parish of Masham, yeom<sup>n</sup>., 2.

RECITAL of an Indenture of May 1, 1740, whereby certain closes called Moor-close, the Banks, Hull-close, Hull-pasture, and three closes called the Rack-of-the-town-closes in Thornton Steward were duly conveyed in mortgage to the said Tho. Pickersgill for securing to him the payment of £690 with interest; and of the grant made by the said James Allen May 1, 1741, to the said Tho. Pickersgill in consideration of £140 for nine hundred and ninety-nine years of certain closes called the Mires and Brown-close, subject to redemption on payment of £140 and interest; and of a grant made by the said James Allen February 28, 1742, to the said Tho. Pickersgill, in consideration of £120, of a mess<sup>es</sup>. in Thornton Steward with a malt-kiln, barn, two stables, and a grass garth on the backside of the said barn, and a close called Burney-Spotts, subject to redemption on payment of £120; and of an indenture of May 1, 1746, whereby the said James Allen did grant to the said Tho. Pickersgill a close called Craythorne-ings, redeemable on payment of £280; and that the said several sums, amounting in the whole to £1,230, are still unpaid; and that the said James Allen having occasion for the further sum of £143. 8. 3. hath requested the said Tho. Pickersgill to advance the same on the security of the said premises.

WITNESSETH as well in consideration of the said £1,230 as in consideration of the further sum of £143. 8. 3. paid to the said James Allen.

Release and remission by the said James Allen of the several provisoes or agreements for redemption of the mess<sup>es</sup>., lands, &c., com-

prised in the said several indentures, and all other provisoes, agreements, right, title, and equity of redemption in him, or which he hath or may claim for redemption of the same in anywise howsoever, subject only to redemption by payment of £1,373. 8. 3. and interest at 5 *per cent.*

Inrolled July 21, 1748

Indenture September 17, 1748, Richard Kendall of Helmsley, yeom<sup>n</sup>, 1.

William Ward of the same, blacksmith, 2.

WITNESSETH in consideration of £60 paid by the said Will. Ward.

Grant by the said Rich. Kendall of a close at Witherholme *alias* Witherham in the parish of Dalby called Crooke-close, together with all ways, &c., for one thousand years, redeemable by the payment of £62. 8. in manner following :—£1. 4. March 17th next, and £61. 4. September 17, 1749.

Usual covenants against incumbrances ; covenant for further assurance.

Inrolled October 27, 1748.

Indenture August 15, 1748, the Right Hon. Charles Lord Viscount Fairfax of Emula in the kingdom of Ireland, 1.

John Twisleton of Rawcliffe, Esq., 2.

Sir Hugh Smithson of Stanwick, 3.

The Right Hon. Francis Lord Middleton, 4.

Sir Miles Stapylton of Myton, 5.

Bacon Morritt of the city of York, Esq., 6.

RECITAL of an Indenture of Settlement of May 9, 1722, between the said Viscount Fairfax, by his then name of the Hon. Charles Fairfax, of Gilling Castle, Esq., only son and heir of the Right Hon. William Lord Viscount Fairfax, 1 ; the Hon. Dame Mary Hungate, widow of Sir Francis Hungate, Bart., and the Hon. Mary Fairfax, only child of the said Dame Mary Hungate by the Hon. Nicholas Fairfax, Esq., her first husband, 2 ; the Most Noble Prince Thomas Duke of Norfolk, Hereditary Earl Marshal of England, and Sir William Fowles of Ingleby, Bart., 3 ; Humphrey Weld of Hulworth Castle in the county of Dorset, Esq., 4 ; Francis Loggin of Gray's Inn, gent<sup>n</sup>., and William Vaux of Caversfield in the county of Bucks, gent<sup>n</sup>., 5 ; whereby in consideration of a marriage then intended and afterwards solemnized between the said Charles Fairfax and Mary Fairfax, all the manors of Walton-Follifoot and Acaster-Malbis with the rights, royalties, &c., and the rectory or parsonage impropriate of Acaster-

Malbis in the county of the city of York aforesaid, with all the tythes, profits, rights, members, and appurtenances thereof in Acaster-Malbis and Bishopthorpe, and Naburn, and the castle and manor of Gilling with the rights, &c., the manor of Scaltun otherwise Scawton ; a yearly rent of three score and ten quarters of barley issuing out of the manor of Rudston or out of certain lands and tenements in Rudston, sometime parcel of the possessions of Sir William Fairfax, Knight ; the manors of Coulton, West Heslerton, otherwise West Hesterton and Ampleforth, and all others the manors, mess<sup>es</sup>., lands, &c., in the towns, &c., of Walton-Follifoot, Thorparch, Bickerton, and Acaster-Malbis, and in Gilling, Yeresley, Grimston, Scaltun, Rudston, Coulton, West Heslerton and Ampleforth, wherein the said Charles, now Lord Viscount Fairfax, had any estate of freehold or inheritance, were limited to the uses therein mentioned, subject to a proviso that it should be lawful for the said Charles Lord Fairfax to make any leases of the said manors or premises for the term of four hundred years upon trust for the raising any sums not exceeding in the whole £5,000, provided that such term for four hundred years should not be made to charge or in any manner prejudice or incumber the rent charge of £500 a year by the same Indenture limited to the said Mary Fairfax for her jointure, or the term of ninety-nine years therein limited for the payment of £100 a year to the said Mary Fairfax for her separate use ; and that the said Charles Lord Fairfax after borrowed of the said John Twisleton £1,600, and for securing the repayment thereof with interest the same Lord Viscount by his bond or obligation of Feb<sup>y</sup>. 4, 1740, became bound unto the said John Twisleton in the sum of £3,200 for the payment of £1,600 with interest at 4 *per cent.* on August 4th then next ; and that for better securing the repayment of the said £1,600 to the said John Twisleton, the same Lord Viscount in pursuance of the said power did, Feb<sup>y</sup>. 4, 1740, grant to the said Sir Hugh Smithson the said manor of Walton-Follifoot with the rights, &c., and the manors of Scaltun, Coulton, and West Heslerton with their rights, &c., for four hundred years upon trust that the said Sir Hugh Smithson, after default should be made in payment of the said £1,600 contrary to the true meaning of the condition of the said bond, should levy and raise by mortgage, sale, or assignment of the said premises or by any other ways and means ; and the same Lord Viscount, by virtue of the same

recited power, did by the said Indenture direct and appoint the said Sir Hugh Smithson to levy £2,000, and out of the same to pay the said John Twisleton £1,600 and interest and in case after payment thereof there should remain an overplus: then to pay such overplus, after deduction of the said trustee's charges in the execution of the said trusts, to such persons as the said Lord Viscount should direct, and in default of such direction to the executors of the same Viscount, with a proviso that if the said Lord Fairfax should pay the said John Twisleton £1,600 on the said 4th August, the said Sir Hugh Smithson should surrender the said manors, &c., and the residue then in being of the said four hundred years unto the said Lord Viscount, or as he should appoint; and that the said £1,600 was not paid to the said John Twisleton according to the condition of the said bond, whereby the said manors and premises became absolute in law in the said Sir Hugh Smithson for the residue of the said four hundred years, but nevertheless the said John Twisleton is willing to accept the said principal sum of £1,600, all interest for the same being discharged to this day; and that the said Lord Viscount hath applied to Lord Middleton and requested him to advance £1,600 wherewith to discharge the said sum, and also to advance the further sum of £1,400 to supply the other occasions of the same Lord Viscount, which the said Lord Middleton hath agreed to do upon having the security hereafter mentioned made to him for securing the repayment of £3,000 and interest, and in pursuance thereof the same Lord Viscount by his bond hath bound himself unto the said Lord Middleton in the penal sum of £6,000 conditioned for the payment of £3,000 with interest at 4 *per cent.* Feb<sup>r</sup>. 15th next.

WITNESSETH in consideration of £1,600 to the said John Twisleton, and of £1,400 to the said Lord Viscount paid by the said Lord Middleton.

Grant by the said Sir Hugh Smithson, by the direction of the said John Twisleton and Lord Viscount, and at the nomination of Lord Middleton, to the said Sir Miles Stapylton of the manor of Coulton with its rights, &c., and the mess<sup>es</sup>., farms, &c., in Coulton for the residue of the said term of four hundred years upon trust after default shall be made in payment of the said £3,000 to levy out of the said manor and premises of Coulton £3,600, and to pay the said Lord Middleton the said £3,000 and interest, and in case at the payment thereof there shall remain an overplus upon further trust to pay such overplus to such person as the same Lord Viscount shall direct.

WITNESSETH FURTHER grant by the said Lord Viscount to the said Sir Miles Stapylton of the said manor, &c., for the residue of the said term.

WITNESSETH FURTHER.

Grant by the said Lord Viscount at the nomination of the said Lord Middleton unto the said Bacon Morritt of the said manor of Coulton and the lands, &c., in Coulton for one thousand years, subject to the said last-mentioned proviso.

WITNESSETH FURTHER.

Surrender by the said Sir Hugh Smithson by the direction and appointment of the said John Twisleton and the same Lord Viscount unto the same Lord Viscount of the said other hereditaments and premises save the manor of Coulton and the tenements, &c., in Coulton which were granted for the said term and also the said bond, the said premises to be redeemable by the payment by the said Lord Viscount of £3,000 Feb<sup>y</sup>. 15th next.

Usual covenants against incumbrances ; covenant for further assurance.

Inrolled November 17, 1748.

TO ALL TO WHOM THIS PRESENT INDENTED WRITING SHALL COME Samuel Milbourn of Thirkleby, yeom<sup>n</sup>., sendeth greeting. Whereas by articles of agreement indented, dated Nov<sup>r</sup>. 3, 1747, between the Right Hon. Henry Earl of Carlisle of the one part, and Samuel Skelton of Bulmer, gent., John Pindar of Mountain, clerk, John Milbourn of Scarbrough, schoolmaster, John West of Welburn, gent<sup>n</sup>., Francis Blake of the same, yeom<sup>n</sup>., George Foster of Foston, roper, Francis West of Welburn, weaver, John Taylor of Marton, yeom<sup>n</sup>., John Bradley of Welburn, mason, Tho. Arnett of the same, lab<sup>r</sup>., William Wrea of Flaxton, yeom<sup>n</sup>., Peter Stead of Welburn, mason, Robert Nightingale of the same, Thomas Nightingale of Yestrop Park, yeomen, and Christopher Robson of Whitwell, mason, of the other part, thereby reciting that there was then a large parcel of pasture ground called Welburn Moor, lying within the township of Welburn, containing by estimation one hundred and sixty acres, which was then stinted or stocked for the whole year at fifty-eight beastgates, and that the said parties to the said articles had the sole property of and in the said moor exclusive of all others, and were seized of the said beastgates in the manner mentioned in the said articles ; and further reciting that the said parties to the said articles for the improvement of their several interests and properties in the said parcel of pasture ground, had agreed that the same should be inclosed, severed and divided, and that a specifick part and share thereof should be allotted to each of the said

parties in lieu of, and in satisfaction for, and in proportion to, their several beastgates therein : therefore the said parties to the said articles, for the better dividing and inclosing of the said parcel of pasture ground, did thereby nominate and appoint me, the said Samuel Milbourn, to be their commissioner in the manner, and with and under and subject to the rules, orders, provisoes, and directions therein mentioned, provided, and agreed upon, and that a true and distinct survey should be made by me, or some other person or persons as I should in that behalf nominate, of the said parcel of ground on or before the 1st of May then next, and that on or before the 11th day of November, 1748, all the said parcel of ground should by me be set out, ascertained, divided, assigned and allotted unto and amongst the said several owners of the said beastgates in such quantities, shares and proportions as by me should be adjudged and determined to be a full recompence, equivalent and satisfaction for all the right and interest that the said several owners respectively then had, or might claim, or be intitled unto in the said parcel of ground : and that immediately after I should have completed the partition and allotments of the said parcel of ground I should draw up an award in writing which should express and contain the quantity in statute measure of acres, roods, and perches contained in the said parcel of ground, and the quantity of each and every parcel thereof assigned to the respective parties intitled to the same, and a description of the scituation, buttals, and boundaries of the same parcels respectively, and should also contain orders and descriptions for fencing the same allotments, and for making and laying out proper roads, ways, and passages in and through the same premises, and for the repairing, supporting, cleansing and maintaining all the ditches, fences, gates, drains, bridges and styles necessary to be made in and upon the same for the purposes of the said agreement, which said instrument should be ingrossed upon parchment and signed by me and enrolled with the Clerk of the Peace for the North Riding ; and that the lands and grounds so to be allotted to the said owners should be in full satisfaction for all right of pasturage, and that after the execution of the said award such right should cease : and whereas I did before May 1st last make a true and distinct survey and admeasurement of the said parcel of pasture ground, and the same contains in statute measure one hundred and fifty-eight acres and three roods,

Now KNOW YE that I, the said Samuel Milbourn, having several times viewed the said parcel of ground, and having well and duly weighed and considered the said admeasurement and survey and each and every of the said proprietors' right and interest, and all other matters and things referred to me by the said articles, do this day in pursuance of and by virtue of the several powers and authorities to me given by the

said articles, and every other authority to me in anywise belonging or appertaining, make, publish and declare this my award, order and determination touching the premises as follows : I do award, allot, assign and set out to the Right Hon. the Earl of Carlisle and to his heirs and assigns in severalty in lieu of his beastgates in the said parcel of ground sixty acres and five perches of land lying together in the said moor as the same are now markt and staked out, adjoining in one part thereof on the allotment herein-after mentioned of the said John Pindar, and in the residue thereof on the allotment of the said Fr. Best on the east, on Bulmer Moor and the old inclosures of the said Earl of Carlisle towards the west, on the woodland of the said Earl of Carlisle on the north, and on the carriage road now set out in and through the said moor on the south ; and I do award, &c., to the said John Pindar, his heirs, &c., in lieu of his right in the said moor twenty-seven acres and eleven perches of land lying &c., adjoining on the said allotment of the said Earl of Carlisle and the allotment herein-after mentioned of the said Geo. Foster towards the west, on the old inclosure of the said Earl in Welburn aforesaid on the east, on a parcel of woodland called East Moor Banks on the north, and on the said carriage road and the old inclosures of Welburn towards the south ; and I do award, &c., to Geo. Foster ten acres and three roods, adjoining the allotment of the said John Pindar towards the east and north, on the allotment of Samuel Skelton on the west, on the old inclosure towards the south ; and I do award to Samuel Skelton five acres and one rood adjoining on the allotment of the said Geo. Foster on the east, on the allotment of the said Peter Stead on the west, on the said carriage road on the north, and on the old inclosure on the south ; to the said Peter Stead five acres, one rood and thirteen perches adjoining on the allotment of the said Sam. Skelton on the east, on the allotment of Rob. Nightingale on the west, on the carriage road on the north, on the old inclosure on the south ; to Rob. Nightingale two acres, two roods, adjoining the allotment of the said Peter Stead on the east, the allotment of Tho. Nightingale on the west, the carriage road on the north, the old inclosure on the south ; to Tho. Nightingale two acres, one rood, adjoining the allotment of the said Rob. Nightingale on the east, the allotment of Fr. Blake on the west, the carriage road on the north, the old inclosure on the south ; to Fr. Blake, eight acres, twenty-eight perches, adjoining the allotment of Tho. Nightingale on the east, the allotment of Chr. Robson on the west, on the carriage road &c. ; to Chr. Robson three acres, three roods, adjoining the allotment of Fr. Blake on the east, on the allotment of John Milbourn on the west, on the carriage road &c. ; to John Milbourn ten acres, three roods, eighteen perches, adjoining on the allotment of Chr. Robson on the

east, on the allotment of Will. Wrea on the west, on the carriage road on the north, and on the garths and old inclosure on the south ; to Will. Wrea three acres, two roods, eight perches, adjoining on the said John Milbourn's allotment on the east, on the allotment of Tho. Arnet on the west, on the carriage road on the north, and on the garths of Welburn on the south ; to Tho. Arnet one acre, three roods, twenty-two perches, adjoining on the said Will. Wrea's allotment on the east, on the said John Taylor's allotment on the west, on the carriage road on the north, on the said garths on the south ; to John Taylor three acres, three roods, seven perches, adjoining on Tho. Arnet's allotment on the east, on John West's allotment on the west, on the carriage road &c. ; to John West three acres, three roods, seven perches, adjoining on John Taylor's allotment on the east, on John Bradley's allotment on the west &c. ; to John Bradley one acre, three roods, seven perches, adjoining on John West's allotment on the east, on Fr. Best's allotment on the west &c. ; to Fr. Best three acres, two roods, seven perches, adjoining on John Bradley's allotment on the east, on part of the said Earl of Carlisle's allotment on the west, on the carriage road &c. ; and the residue of the said moor hath been set out by me for the carriage road before mentioned, and for another carriage road leading thereto from the town of Welburn through the said allotment of the said John Milbourn, both which roads I have marked and staked out, and do hereby award, &c., to be carriage roads : and I do award, &c., that the said Earl of Carlisle shall make, and for ever maintain and repair the ditch and fence of so much of the west side of his said allotment as hath been heretofore maintained by the owners of gates on the said moor, and also a ditch and fence on the south side of his said allotment ; and I do order, &c., that the said John Pindar shall make, &c., a ditch, &c., on the west side of his allotment to divide the same from the said Earl of Carlisle's allotment, and also on the west to divide the same from Geo. Foster's allotment ; and I do order that the rest of the said proprietors shall severally make and maintain a ditch and fence on the north end of each of their said respective allotments to divide the same from the said carriage road, and also on the west side of each of their respective allotments to divide the same from the allotment next adjoining thereto : and I do order and direct that there shall for ever hereafter be a way either for riding or leading of cattle from the said John Milbourn's said allotment to the said allotment of the said Fr. Best through the several allotments of the said Will. Wrea, Tho. Arnet, John Taylor, John West, and John Bradley as near the south ends thereof as conveniently may be, and that the owners of the several last mentioned allotments over which the said way is to be made shall severally make and for ever maintain a horse gate in their several fences on the west



side of their respective allotments before mentioned ; and I do order and direct that the footway from the town of Welburn to Welburn Moor houses through the said moor shall be continued as the same hath been heretofore used, and that the several owners of allotments in the said moor through which the same way leads shall make, &c., a stile and footbridge in and over each of their fences and ditches where the same way lays : and I do order, &c., that there shall be for ever hereafter a footway from the said John Milbourn's said allotment to the said allotment of the said Geo. Foster through the several allotments of the said Chr. Robson, Fr. Blake, Tho. Nightingale, Rob. Nightingale, Peter Stead and Samuel Skelton near the south end of the said allotments, and that the owners of each of the fences and ditches over which the same way passes shall make a stile and footbridge in and over the same : and lastly I do award that the said Earl of Carlisle shall make, &c., the gates at the east and west ends of the first mentioned carriage road, and that the said John Milbourn shall make, &c., the gate leading out of his said allotment into the last-mentioned carriage road. In witness whereof I the said Samuel Milbourn have to this my award set my hand and seal, Nov<sup>r</sup>. 11, 1748. Samuel Milbourn. Signed, &c., in the presence of us, James Taylor, William Conyers.\*

\* I have given this award more in full than in the case of the great majority of the matter derived from these books of Inrollments, and principally, because, while it belongs to a very interesting class of documents, it throws no little light on a series of modifications in the tenure and ownership of large tracts of land, which modifications have already passed out of practical recollection in many parts of the country, and bid fair eventually to escape any sort of recognition whatever. The cases referred to are those in which certain freeholders, who chanced to possess among them the exclusive right of pasturage, in whatever form, in a given Common-pasture, combined together by mutual agreement to modify their ancient and peculiar interests in the said pasturage, and its site, by jointly surrendering such rights, and accepting in lieu of them such shares or proportions of the soil of the pasture-place itself as should be allotted to them by a duly qualified and formally designated arbiter (or body of arbiters) duly appointed for the purpose. The arbiter's principle of action, of course, was to allot to each owner an amount of land such as should be as just an equivalent as could possibly be arranged, out of the common area of land, for the several rights surrendered ; taking care at the same time to arrange for and regulate means of access to each several lot, its due fencing, in many cases its water privilege or supply, the preservation of adequate or established footpaths, the creation of new stiles or overgangs, in aid of the same object, in the fences required in the process of inclosure, and so forth. In this parish alone (inclusive of Glaisdale) I am aware that no less than seven of these awards have been made, and, I believe, all since the beginning of the last century. Of five of them I can obtain no written record, even the traditional recollection of them having passed entirely away. Of one of them, dating nearly a hundred years ago, the award—or rather a counterpart or copy of it—has passed through my hands ; while the other, as late in date as the first decade of the present century, exists still in the venerable Freeholders' Chest. In connection with the evanescent economical history of the parish concerned, the present document is of no ordinary interest,

North Riding: the execution of this deed was proved by James Taylor, one of the subscribing witnesses to the execution thereof, upon his affirmation, Dec<sup>r</sup>. 7, 1748.

Inrolled December 29, 1748.

Indenture April 26, 1729, Joseph Downes of Cockerton in the county of Durham, yeom<sup>n</sup>., and Dorothy his wife, sole daughter and heir of John Calvert, late of Cockerton, yeom<sup>n</sup>., who was devisee and heir of Anthony Dawson, late of Hilton, 1.

John Downes of Cockerton, gent<sup>n</sup>., eldest son and heir apparent to the said Joseph Downes, 2.

John Hewgill of Hawnby, weaver, 3.

WITNESSETH in consideration of £770 to the said John Downes, Joseph and Dorothy Downes, paid by the said John Hewgill for the absolute purchase of the freehold and inheritance in fee simple in possession of the mess<sup>es</sup>., &c. hereinafter mentioned.

Grant by the said John Downes, Joseph and Dorothy Downes of five mess<sup>es</sup>. cottages, dwelling-houses or tenements with their appurtenances in the parish of Hawnby; also the several closes called Cow-close, Back-of-the-Grip, Calf-close, Low-leas, Haver-close, Close-before-Door, Moor-Garths-House-close, Farr-close, Two-Daies-Mowing, White-close, Cow-pasture, Moor-Garth-House-garths, Far-close, Twelve-Score-Calf-park, Low-field, Green-Garth-Pasture-end, Wind-hill, Little-field, Cowhouse-close, Cow-pasture, Paddock, Dale-House-close, Long-close, Low-garth, High-Intack, Green-High-leas, Ashop-leas, and Low-pasture,\* all which premises were late the estate of the said John Calvert; also one annuity of £10 issuing out of the said mess<sup>es</sup>., lands, &c., together with all houses, &c.

Usual covenants against incumbrances; and for further assurance.

Inrolled May 3, 1749.

Indenture March 14, 1748-9, Thomas Witham, of the city of Durham, Doctor of Physick, and Elizabeth his wife, late called Elizabeth Meynell, 1.

William Howard and Nicholas Shuttleworth, both of the said city, Esquires, 2.

WITNESSETH in pursuance of certain articles of agreement made

\* When one calls to mind the fact and the nature of such transactions as that which was the occasion of the last note, and still more the fact and the nature of the much earlier operations of commenced systematic inclosure, there is still no difficulty in realizing the occasion, or rather the necessity, for the creation of such strings of field-names as we have in the list here given, which *per se* is simply tedious and uninteresting, but by no means so if taken in its proper connection.

upon and before the marriage of the said Tho. Witham and Elizabeth his wife, dated May 18 last, made between the said Tho. Witham, 1. ; and his said wife by the name of Eliz<sup>th</sup>. Meynell, the eldest of the three sisters, and co-heirs of Geo. Meynell, late of Aldbrough, Esq., 2. ; and the said Will. Howard and Nicholas Shuttleworth, 3.

Grant by the said Thomas and Eliz<sup>th</sup>. Witham of a full undivided third part or share of the manor of West Dalton, otherwise Dalton Ryall, with its rights, &c. ; of the capital mess<sup>es</sup>. or chief mansion house at West Dalton ; and of all those several mess<sup>es</sup>., farms, lands, &c., late in the several tenures of the said Geo. Meynell, and of Rob. Wilson, Samuel Stapylton, Will. Elsdon, Tho. Bowran, John Goundry, Paul Malthus, Joseph Scaife, Geo. Kipling and Will. Shaw ; and of the capital mess<sup>es</sup>. or chief mansion-house in Aldbrough, and of all edifices, gardens, &c. thereto belonging ; and of the lands and grounds in Aldbrough late in the possession of the said Geo. Meynell and Elizabeth Meynell his mother ; of the several mess<sup>es</sup>., cottages, &c., late in the tenures of Rich. Brown, Will. Newcomb, Jane Allen and Anthony Wake, together with all houses, &c.

Uses : To the use of the said Tho. Witham for life, remainder to the said Will. Howard and Nicholas Shuttleworth to preserve contingent remainders, after decease of the said Tho. Witham to his wife for life, after her decease to their child or children as well male as female, for such estates and interests, and in such shares and proportions (if more than one) as the said Eliz<sup>th</sup>. Witham shall by herself exclusive of her husband direct, for want of such direction, to the use of all such children, if more than one, to be equally divided, and to take as tenants in common, if there be but one child, or if all the rest of the children shall die to the use of such only child and his or her heirs, in default of issue to the said Tho. Witham, his heirs and assigns for ever.

Power to the said Thomas and Elizabeth Witham to lease ; power during their joint lives to revoke the uses, trusts or estates herein before limited and to appoint any new uses, &c., with or without a new power of revocation.

Inrolled May 17, 1749.

Indenture March 13, 1748-9, same parties.

Lease for one year to found a grant and release of the premises comprised in the last deed.

TO ALL TO WHOM THESE PRESENTS SHALL COME, we, Thomas Witham and Elizabeth, wife of the said Thomas Witham, send greeting.

RECITAL of the two preceding Indentures.

NOW KNOW YE that the said Tho. Witham and Elizabeth his wife, by virtue of the said power reserved to them in and by the said Indenture

of release do hereby revoke all the uses, &c., thereby limited of the said premises, and do limit, &c., that the said premises shall be for the several uses, intents and purposes, and subject to the provisos herein-after mentioned.

As to the premises in Aldbrough, to the use of the said Will. Howard and Nicholas Shuttleworth upon such trusts, and for such intents and purposes, as the said Tho. and Eliz<sup>th</sup>. Witham during their joint lives shall direct, and for default of such direction and in the mean time until the same shall be made and take place in trust for the said Tho. Witham and his assigns for his life, after his death in trust for the said Elizabeth, her heirs, &c., for ever.

As to the premises at West Dalton, to the said Tho. Witham for life, remainder to the said Will. Howard and Nicholas Shuttleworth to preserve contingent remainders, remainder to the said Elizabeth for life. After decease of the survivor to their heirs male in succession, in default of issue male, to their daughter, or daughters, if more than one, to be equally divided and to take as tenants in common and to their heirs, in default of issue for such uses as Eliz<sup>th</sup>. Witham whether sole or married and notwithstanding her coverture shall direct, in default of such direction and in the mean time to the use of the said Elizabeth, her heirs and assigns for ever.

Power to the said Thomas and Eliz<sup>th</sup>. Witham to lease ; power to revoke during their joint lives.

April 18, 1749.

Inrolled May 17, 1749.

In the name of God Amen. I William Passman of Crathorn, yeom<sup>r</sup>., being of sound disposing mind and memory do hereby make and ordain this my last will and testament, hereby revoking and annulling all former and other wills heretofore by me at any time made, and as to the worldly estate and effects it hath pleased Almighty God to bless me with, I give and devise as followeth :—To my son William Passman of Meekmirefield House, and to his heirs and assigns for ever, all my freehold, leasehold, and all other my estate at and in Sutton under Whitsundcliff ; I give, &c., to my son Joseph Passman, his heirs, &c., all my estate freehold, and hereditaments whatsoever at Gunnergate ; I give and bequeathe to my dear and lawful wife Anne Passman the yearly sum of £8 from and after my death for her life ; I likewise give, &c., to my wife the bed and bedding my maid-servants usually lie in, and all the household furniture in the new parlour, the bedstead and bedding, only this excepted, to witt this last bedstead and bedding I give to my wife during her natural life, and after her death I give the said last-named bedstead and bedding to my daughter Anne Tweedy ; I give to

my son-in-law John Tweedy 5s. ; to my daughter Mary Meynell £100 ; to my grandson William Passman the yearly sum of 40s. from and after my death until he shall attain the age of twenty-one and no longer, and if my said grandson shall attain his said age then I give to him £50 ; and I do hereby charge all the abovesaid legacies on the estate herein above devised to my son Joseph Passman, and on non-payment in part or in all of any of the abovesaid legacies at the times herein above appointed I do hereby empower all and every legatee and annuitant and their several assigns to pursue such proper and lawful methods as may be sufficient to enforce the said several legacies and annuities ; my wife shall not claim any dower, thirds nor other part or share of my estate and effects other than what is above bequeathed to her : lastly I do nominate and appoint my said son Joseph Passman sole executor of this my last will. In witness whereof I have &c., January 20, 1745-6, William Passman.

Signed, &c., in the presence of us, Thomas Baxter, John Armstrong, Joseph Wilson.

Inrolled July 27, 1749.

Indenture June 9, 1749, Simon Scroop of Danby-upon-Yore, Esq., 1.

Ann Clementina Meynell, spinster, one of the sisters and co-heirs of Geo. Meynell, late of Aldbrough, Esq., and one of the cousins and co-heirs of Francis Massey, late of Rixton in the county of Lancaster, Esq., 2.

Richard Clayton of Adlington in the said county of Lancaster, Esq., John Chadwick of Birk Acre in the same county, gent<sup>l</sup>., 3.

Will. Howard and Nicholas Shuttleworth, both of the parish of St. Oswald's in the county of Durham, Esquires, 4.

Charles Pelham of Brocklesby in the county of Lincoln, Esq., William Sheldon of Weston in the county of Warwick, Esq., Henry Witham of Cliffe, Esq., 5.

RECITAL of intended marriage between Simon Scroop and Ann Clementina Meynell.

WITNESSETH in consideration of the said intended marriage, and of the settlement herein-after contained of the several lands and tenements of the said Ann Clementina Meynell for the benefit of the said Simon Scroop, and for making such provision for her jointure and the issue of the said intended marriage, and for settling the manors, &c., herein-after mentioned to the uses, &c., herein-after mentioned.

Grant by the said Simon Scroop to the said Rich. Clayton and John Chadwick of the several manors of Danby-upon-Yore, Stainton, and Spennithorne, with their rights, &c., and all the mess<sup>es</sup>., cottages, lands, &c., within the said several manors or lordships, or within the several

parishes, towns, villages and hamlets of Danby-upon-Yore, Staynton, Spennithorn, Langton, Thornton Stuart, East Witton, Wensley, Ulshaw, Studdoe and Fingill, together with all houses, &c., mines, quarries, &c., heaths, Courts Leet, Courts Baron, &c., except the advowsons of the churches of Spennithorn and Langton-upon-Swaile.

USES : To the said Simon Scroop for life, remainder to the said Will. Howard and Nicholas Shuttleworth to preserve contingent uses, subject to an annuity of £200 to the said Ann Clementina for life in lieu of her dower and thirds at the common law and her frankbank, subject thereunto to the use of the said Charles Pelham, William Sheldon and Henry Witham for one thousand years, subject thereto and to a strict settlement in tail male on children of the marriage, in default of such issue to the use of the said Simon Scroop, his heirs and assigns for ever.

TRUSTS OF ONE THOUSAND YEARS : To secure the payment of the said annuity, to raise portions for younger children, £2,000 if one daughter or younger son, if two or more £3,000 to be equally divided amongst them, not to be raised until after the death of the said Simon Scroop unless he direct the same to be raised sooner; the share of any daughter who shall marry or attain the age of twenty-one or younger son who shall attain the age of twenty-one and die in the lifetime of the said Simon Scroop to be paid to his or her executors, administrators, or assigns at the death of Simon Scroop, no daughter or younger son to receive above £2,000 as portion; the said younger children to have for their maintenance until the age of fifteen the interest of their respective portions at 3 *per cent.*, and from fifteen to twenty-one the interest of their said portions at 4 *per cent.*; any son or daughter who shall go beyond the seas and continue there after the age of twenty-one and resolve not to marry but live a retired life to receive as portion only a gross sum of £400, so as such gross sum do not exceed his or her share in the said £3,000, and such sum not exceeding £10 a year for his or her sole and separate use for life as the said Simon Scroop shall appoint, in default thereof as the said last-named trustees shall appoint, the portion of such daughter or younger son continuing beyond the seas as aforesaid may be paid before they attain the age of twenty-one if the said trustees think fit, in the lifetime of the said Simon Scroop if he shall think fit: if the said Simon Scroop shall in his lifetime prefer all such daughters and younger sons with portions equal to those hereby provided for them, the same shall go in satisfaction of the portions hereby provided for them unless he shall declare the contrary.

Power to the said Simon Scroop to charge the said premises with any sum not exceeding £2,000, and to grant any lease of the said

premises for five hundred years for securing the same to be disposed of as he shall think fit, provided it be without prejudice to the jointure of the said Ann Clementina Meynell and to the provision herein made for the daughters and younger sons.

Power on second marriage to appoint part of the premises, not exceeding £200 in yearly value, to future wife.

WITNESSETH FURTHER for the considerations aforesaid.

Grant by the said Ann Clementina Meynell, with the consent and direction of the said Simon Scroop, to the said Rich. Clayton and John Chadwick of her full third part of the manors of Rixton and Glassbrook in the county of Lancaster, with their rights, &c., and of all the mess<sup>es</sup>., lands, &c., at Rixton and Glassbrook and at Martinscroft and Warrington in the said county ; and of the several free rents, amounting in the whole to 6s. 8d., issuing out of the several mess<sup>es</sup>. and tenements in Glassbrook ; and all the free fishings in the rivers of Mercy and Glassbrook in the said county, heretofore the estate of the said Fr. Massey ; and of the full undivided third part of the manor of West Dalton otherwise Dalton, Ryall [see above, p. 251.]

USES : As to the premises in Aldbrough, to the said Simon Scroop for life with power to commit waste except wilful waste in houses, remainder to the said Will. Howard and Nicholas Shuttleworth for such trusts as the said Ann Clementina Meynell whether sole or married and notwithstanding her coverture shall direct, in default of such direction and in the mean time in trust for her, her heirs and assigns for ever.

As to the premises in Lancaster, to the said Richard Clayton and John Chadwick for five hundred years, after determination thereof to the use of the said Simon Scroop and Ann Clementina Meynell for life, after determination thereof to the said Will. Howard and Nicholas Shuttleworth to preserve contingent uses, subject to a strict settlement in tail male on children of the marriage, in default of such issue to the use of Charles Pelham, Will. Sheldon and Henry Witham for two thousand years, after determination thereof to such uses as the said Ann Clementina Meynell shall appoint.

TRUSTS OF FIVE HUNDRED YEARS : To raise such sums as the said Simon Scroop and Ann Clementina Meynell shall appoint, the same to be paid to the said Rich. Clayton and John Chadwick and to be applied towards the discharge of a proportionable part of the debts and legacies of the said Fr. Massey, and the several other incumbrances affecting the said premises comprised in the said term, and the receipt or acquittance of the said Rich. Clayton and John Chadwick shall be a sufficient discharge to such persons as shall advance or lend any sum of money on any mortgage or purchase of the said premises without

being obliged to prove or being any way concerned or intermeddling in the application thereof, and the said trustees shall be justified in paying such sums as and for the debts, legacies and incumbrances of the said Fr. Massey as the said Simon Scroop and Ann Clementina Meynell shall appoint without being obliged to prove the reality thereof.

TRUSTS OF TWO THOUSAND YEARS : To raise additional portions for daughters in case there shall be no issue male of the marriage, £2,000 to be divided equally, with interest at 3 *per cent.* till the age of fifteen, at 4 *per cent.* from fifteen till twenty-one, the share of any daughter going beyond the seas and living a retired life to be divided between the other daughters.

Power to the said Simon Scroop and Ann Clementina Meynell to lease the said premises in the county of York for any term not exceeding twenty-one years, and the premises in the county of Lancaster for terms not exceeding twenty-one years or three lives.

Usual covenants against incumbrances except a security made by the said Simon Scroop for payment of £100 a year to Elizabeth Mary wife of Henry Scroop, brother to the said Simon, for her life if she survive the said Henry ; covenant for further assurance within ten years.

Power to the said Simon Scroop and Ann Clementina Meynell during their joint lives, with the consent of Will. Howard and Charles Pelham, to revoke any of the uses, trusts, &c., hereinbefore contained concerning the said premises except the said term of five hundred years.

RECITAL that a fine *sur cognizance de droit come ceo* was acknowledged and levied at the Assizes held in and for the county of Lancaster March 20 last of the third part of the said premises in the county of Lancaster with the other two third parts thereof wherein the said Rich. Clayton and John Chadwick were plaintiffs against Thomas Witham, Doctor of Physick, and Elizabeth his wife, the said Ann Clementina by the name of Ann Meynell, spinster, and Stephen Walter Tempest, Esq., and Frances Olive his wife by the names and descriptions following, that is to say, of the manors of Rixton and Glassbrook with the appurtenances, and of forty mess<sup>es</sup>., thirty-eight cottages, forty barns, one dovehouse and water corn-mill, eighty gardens, sixty-eight orchards, six hundred acres of land, three hundred acres of meadow, five hundred acres of pasture, six hundred acres of moss, four hundred acres of turbary, one hundred acres of furze and heath, twenty acres of wood, common of pasture for all manner of cattle and common of turbary with the appurtenances in



Rixton, Glassbrook, Martinscroft and Warrington, and of 6s. 8d. free rent in Glassbrook, and of free fishing the rivers Mercy and Glassbrook, and also view of Frankpledge in Rixton and Glassbrook.

WITNESSETH FURTHER that the said fine and every other fine, &c., levied, &c. of the said premises shall be and enure for the several uses, &c., herein-before limited.

Inrolled December 8, 1749.

Indenture June 8, 1749, Ann Clementina Meynell, 1.

Richard Clayton of Adlington, Esq., John Chadwick of Birk Acre in the said county, gent<sup>n</sup>, 2.

Lease for one year to found a grant and release of a third part of the manors, lands, &c., in Lancaster, and the manor of West Dalton and lands at West Dalton and Aldbrough mentioned in the last deed.

Indenture June 8, 1749, Simon Scroop, 1.

Richard Clayton, John Chadwick, 2.

Lease for one year to found a grant and release of the manors of Danby-upon-Yore, Staynton and Spennithorn and the mess<sup>es</sup>., lands, &c., in the parishes of Danby-upon-Yore, Staynton, Spennithorn, Langton, Thornton Stuart, East Witton, Wensley, Ulshaw, Studdoe, and Fingill mentioned above.

Inrolled December 8, 1749.

The last three Indentures are given twice.

INDENTURES.—BOOK L.

Indenture October 12, 1749, Thomas Danby of Yarm, joiner, executor of the last will of William Grayson, late of Yarm, woollen-draper, 1.

Richard Hunton of Yarm, grocer, 2.

John Garbutt of Mount Grace, yeom<sup>n</sup>, 3.

RECITAL of a grant made by William Fielding, Esq., June 18, 1692, to Thomas Allan, of Yarm, master and marriner, of a close called Black Hill, ten acres, in the lordship of Kirklevington, for nine hundred and ninety-nine years, at the yearly rent of 1d. to the Chief Lord of the Fee; and that the said Tho. Allan did convey and assign (with other lands) his title, term and

interest in the said close to Rich. Thompson, late of Yarm, gent<sup>n</sup>., which said Rich. Thompson did afterwards for a valuable considerable assign over his term, &c., in the said close unto James Cooke, sen<sup>r</sup>., late of Stockton-upon-Tease in the county of Durham, merchant, and that the said James Cooke is since dead, having first made his last will and appointed John Cooke of Stockton aforesaid, merchant, his younger son, and Lucy Cooke his daughter, who afterwards married to John Dalston of Milrigg in the county of Cumberland, Esq., joint executors; and of a grant made Jan<sup>r</sup>. 17, 1706-7, by the said John Dalston and Lucy his wife and John Cooke to John Johnson of Linthorp, yeom<sup>n</sup>., of the said close for the rest of the said term; and of an Indenture of Jan<sup>r</sup>. 18, 1706-7, between the said John Johnson and John Grayson of Yarm, draper, reciting the last above recited Indenture of assignment, and further that the same was made and taken in the name of the said John Johnson in trust for the said John Grayson, but that £100, part of the said £110, being the proper money of the said John Johnson, the said assignment was to be and remain to the said John Johnson as security for the said £100, with a covenant for reassignment thereof by the said John Johnson on payment by the said John Grayson of the said £100; and that the said John Johnson afterwards departed this life, having first made his will, dated April 7, 1717, and appointed his wife Barbara executrix thereof, who afterwards proved the same and took upon herself the execution thereof, and shortly afterwards died, having first made her will and thereof appointed Peter Moor, of Acklam, yeom<sup>n</sup>., executor; and of a grant made by the said Peter Moor, Feb<sup>r</sup>. 25, 1719-20, to the said John Grayson of the said close and premises for the residue of the said term, and the said John Grayson afterwards died, having first made his will and thereby devised the said close and premises (amongst other things) to his only son William Grayson, whom he appointed sole executor, who is since dead, having first made his will, dated March 6, 1747-8, whereby he devised the said close (amongst other things) unto the said Tho. Danby and to James Hartley and John Close, gentlemen, in trust to dispose of the same for payment of his debts and legacies, and of his said will appointed them executors, but the said James Hartley and John Close declining to act in the said executorship, the said Tho. Danby alone proved the said will and

took &c. ; and that the said Rich. Hunton hath agreed to purchase the said close and premises, as the same is now divided into two closes with a cowhouse erected thereon, of the said Tho. Danby for £290, which was the best price that was offered for the same, and the said John Garbutt hath agreed to advance and lend unto the said Rich. Hunton £200, part of the said purchase-money, which, with interest for the same, was and is agreed to be secured to the said John Garbutt by way of mortgage of the said purchased premises.

WITNESSETH in pursuance of the said agreements and in consideration of £200 paid by the said John Garbutt and of £90 paid by the said Rich. Hunton.

Grant by the said Tho. Danby to the said John Garbutt of the said close for the remainder of the said term.

Covenants against incumbrances.

Inrolled December 28, 1749.

Indenture November 2, 1749, Thomas Danby, James Hartley of the Freerage, near Yarm, gent<sup>a</sup>., devisees in the last will of Will. Grayson, 1.

Thomas Hicks of Yarm, merchant, 2.

Daniel Dale of the same, wheelwright, 3.

RECITAL that the said Will. Grayson was in his lifetime and at the time of his death seized in fee simple of the mess<sup>es</sup>., burgage, or tenement, backbuildings, garth and premises herein-after mentioned to be conveyed, and being so seized, did by his last will give the same unto the said Tho. Danby, James Hartley and John Close in trust to sell the same for the purposes in the said will mentioned ; and that the said Daniel Dale hath agreed with the said Tho. Danby and James Hartley for the absolute purchase of the freehold and inheritance of the premises for £155 ; and in order to enable him to pay the said purchase-money the said Tho. Hicks hath agreed to lend him £100, which is agreed to be secured to the said Tho. Hicks by way of mortgage of the said purchased premises.

WITNESSETH in pursuance of the said agreement, and in consideration of £100 by the said Tho. Hicks and of £55 by the said Daniel Dale paid to the said Tho. Danby and James Hartley.

Grant by the said Tho. Danby and James Hartley to the said Tho. Hicks of a messuage dwelling-house burgage situate in the west row or

side of the said town of Yarm, and the several backbuildings erected and standing behind the said dwelling-house along the north side of the paved court or yard there, now converted into three dwelling-houses; the stable or building with a chamber over the same erected and standing across the west end of the said paved court which lies behind the said house, extending from the back wall of the said house to the said building or stable across the west end of the said yard as the same is now staked out and intended to be divided by a wall agreed to be built by the said Tho. Danby and James Hartley; another yard or garth; an orchard or garth now used with the said house, together with all outhouses, &c., except full and free liberty and licence to the occupiers of the house and shop now occupied by Ann Baxter, John Watson and Mary Smelt at all times for ever hereafter to pass and repass along the common entry leading from the town-street and up and down along the said paved court and the other yard or garth hereby conveyed to and from their said houses and shop and the garden thereto belonging, to hold to the said Tho. Hicks for one thousand years.

Covenants against incumbrances; covenant for further assurance; covenant that the gable wall which divides the mess<sup>es</sup>. or fronthouse hereby conveyed from the said other house and shop shall at all times hereafter remain and be for the mutual benefit of the owners for the time being of the said two fronthouses to build or rest their timber upon as they shall think proper, so always that all breaches to be made in the said wall shall be repaired and made good by the party making the same, and that the said wall intended to be built by the said Tho. Danby and James Hartley along the south side of the said paved yard shall for ever remain and be the property of the said Tho. Danby and James Hartley, their heirs, &c., and be repaired by them, and that the east and west walls of the said garden shall be the property of the said Daniel Dale and be repaired by him.

Inrolled December 28, 1749.

Indenture November 1, 1749, Thomas Danby, James Hartley, Daniel Dale, 1.

Thomas Hicks, 2.

Lease for one year to found a grant of the premises comprised in the last Indenture.

Inrolled December 28, 1749.

Indenture November 15, 1749, George Robinson, late of Bedale, but now of Leeming Street, gent<sup>l</sup>., 1.

Thomas Askwith of Aiskew, malster, 2.

Mathew Pearson of Pattrick Brompton, yeom<sup>n</sup>, 3.

RECITAL of a grant made by Ann Cooke, widow, Joseph Birtell and Ann his wife, Richard Dickinson and Isabell his wife, all of Aiskew, John Dooby and Jane his wife of Snape, March 9, 1701-2, to Geo. Robinson of Bedale, blacksmith, father to the said Geo. Robinson, of two closes called Sand-fields, in Aiskew, five acres, for two thousand eight hundred and eighty years at the yearly rent of 1s., payable to Richard Pearse, Esq; and that the said Geo. Robinson, sen<sup>r</sup>., is since dead without having made or published any will, since whose death letters of administration of his goods, &c., were granted by the Ecclesiastical Court of the Archdeaconry of Richmond in the diocese of Chester unto the said Geo. Robinson, jun<sup>r</sup>., by force and virtue of which said Indenture and letters of administration the said Geo. Robinson is become intituled to the said closes; and of the assignment made by the said Geo. Robinson, May 7, 1736, to the said Tho. Askquith of the said closes for the remainder of the said term, subject to the payment of the said rent, redeemable by the payment of £30 by the said Geo. Robinson May 6 then next; and that there is now due to the said Tho. Askquith for principal and interest upon the said mortgaged premises £34. 16. 6; and that the said Geo. Robinson hath requested the said Math. Pearson to advance the said sum to pay off the said Tho. Askquith, and also to advance to him, the said Geo. Robinson, the further sum of £25. 3. 6.

WITNESSETH in consideration of the said sums.

Grant by the said Tho. Askquith and Geo. Robinson of the said closes to the said Math. Pearson for the remainder of the said term, redeemable by the payment of £60 by Geo. Robinson, May 15 next.

Covenant against incumbrances; covenant for further assurance.

Inrolled March 3, 1749-50.

Indenture March 26, 1750, John Dinmore of Thirsk, bridle cutter, administrator of all the goods, &c., of Will. Dinmore, his late father, Thomas Dinmore of the parish of St. Ann's, Westminster, in the county of Middlesex, upholsterer, the other son of the said Will. Dinmore, Sarah Dinmore of the parish of St. George, in the said county, spinster, his only daughter, 1.

Thomas Eeles of Sowerby, gent<sup>n</sup>, 2.

RECITAL that the said Will. Dinmore was in his lifetime possessed of, interested in, or intituled unto a certain long term of years,

whereof eighteen hundred and fifty years are yet to come, of and in the mess<sup>es</sup>., lands, pastures, gates, and tenements herein-after mentioned.

WITNESSETH in consideration of £580 to the said John, Thomas, and Sarah Dinmore paid by the said Tho. Eeles.

Grant by the said John, Thomas, and Sarah Dinmore of a mess<sup>es</sup>. with the orchard, garden, stable, barn and other appurtenances in Sowerby; a close called Brick-garth; a parcel of ground called the Croft; four oxgangs of land lying dispersedly in the town-fields; four gates or pasturage for four cattle in a certain field called the Ox-moor, together with all houses, &c., for eighteen hundred and fifty years.

Covenant against incumbrances except an annual rent of 37s. 10d. and five hens yearly to Roger Meynell, Esq.; covenant for further assurance within ten years.

Inrolled June 16, 1750.

Indenture May 1, 1750, Anne Anderson of Darlington, widow of George Anderson, late of Dalton Traverse, gent<sup>a</sup>., John Messenger Anderson of Dalton Traverse, gent<sup>a</sup>., their eldest son, 1.

William Chapman of Staples Inn in the county of Middlesex, gent<sup>a</sup>., 2.

Lease for one year to found a grant and release of a capital mess<sup>es</sup>. and a new erected mess<sup>es</sup>. adjoining thereto; a garth with the orchards, gardens and backsides thereof, containing about six acres of ground; several closes called East Hartley, Howdon-crook, Cockton-heade, Lingyhills, Ings-close, and Oxholmes, together forty-one acres, all in Dalton Traverse, together with all houses, &c.

Inrolled August 30, 1750.

Indenture May 2, 1750, Anne Anderson, 1.

John Messenger Anderson, 2.

William Chapman, 3.

James Allan of Darlington, gent<sup>a</sup>., 4.

WITNESSETH in consideration of £368 paid by the said James Allan to the said John Messenger Anderson, and for the revoking and barring of all estates tail of the mess<sup>es</sup>., &c., hereafter mentioned, and for vesting the same and the fee simple and inheritance thereof to such uses as are hereafter expressed.

Grant by the said Anne and John Messenger Anderson to the said Will. Chapman of the premises comprised in the last lease, in order to the suffering a common recovery thereof, which said recovery shall be to the only proper use and behoof of the said James Allan, his heirs and assigns for ever.

Usual covenants against incumbrances ; covenant for further assurance.

WITNESSETH FURTHER that the said John Messenger Anderson hath ordained, &c., and by these presents doth ordain, &c., Francis Lawson of Darlington, gent<sup>l</sup>., and John Collier of the same, gent<sup>l</sup>., his Attorneys jointly and severally, for him to appear in open Court at any Quarter Sessions, or before the Custos Rotulorum, or before any Justices, and in his name to acknowledge this present Indenture of lease for one year of the said premises, and likewise for him to desire and request that the said Indentures be inrolled by the Custos Rotulorum or Clerk of the Peace, pursuant to the directions of the Statute of George I. for obliging Papists to register their names and real estates, and for securing purchases made by Protestants, and for him to act and do all other matters and things necessary to procure the inrollment of the said Indentures.

Inrolled August 30, 1750.

Indenture March 22, 1750-51, Thomas Witham of the parish of St. Oswald in the county of Durham, Esq., and Elizabeth his wife, Simon Scroop of Danby-upon-Yore, Esq., and Ann Clementina his wife, Stephen Walter Tempest of Broughton, Esq., and Frances Olive his wife, which said Elizabeth, Ann Clementina, and Frances Olive are the sisters and co-heirs of Geo. Meynell, late of Aldbrough, Esq., and daughters and co-heirs of Geo. Meynell, formerly of the same place, Esq., by Elizabeth his late wife, formerly called Elizabeth Cockson, Will. Howard and Nicholas Shuttleworth, both of the said parish of St. Oswald, Esquires, 1.

John Yorke of Richmond, Esq., 2.

Lease for one year to found a grant and release of the capital mess<sup>es</sup>. of Aldbrough with all edifices, dovecoates, &c. ; the lands late in the possession of the said Geo. Meynell and Elizabeth Meynell his mother; the mess<sup>es</sup>., farms, &c., in the tenures of Rich. Brown, James Brown, Will. Newcomb, Jane Allan, Anthony Wake and John Gibson, called Willow-close, Mill-ings, Wilds-ings, Crooks, Great-ings, Limekiln-close, Crossberry-banks, Crossberry-banks-bottom, Forster-pasture, Intack, Newlaid-field, Leonard-close, Little-Kilton, Low-Kilton, Middle-Kilton, Great-Kilton, Bushy-close, Thissaly-Kilton, Leases, Hartshorn, First-Grise-acres, Second-Grise-acres, Third-Grise-acres, and Paddocks, together with all houses, &c.

Inrolled June 8, 1751.

Indenture March 23, 1750-51, Thomas and Elizabeth Witham,

Simon and Ann Clementina Scroop, Stephen Walter and Frances Olive Tempest, 1.

William Howard, Nicholas Shuttleworth, 2.

John Yorke, 3.

RECITAL that at the death of Geo. Meynell, the brother, his lands, &c., did descend and come to his said sisters and co-heirs at law ; and of the Indentures of lease and release of March 13 and 14, 1749, whereby, and by the fine thereupon levied, the third part of the said Elizabeth Witham in the premises was limited in use to the said Tho. Witham for life ; and of the deed poll of April 18, 1749 [see p. 251] ; and of Indentures of June 8 and 9, 1749, whereby the third part of the said Ann Clementina in the said premises was limited in use to the said Simon Scroop ; and of an Indenture of Nov<sup>r</sup>. 28, 1749 reciting that a fine *sur connissance de droit* had been levied to Thomas Lister, Esq., by the said Stephen Walter and Frances Olive Tempest of their third part of the said premises, which fine should be to the uses of such persons as the said Stephen Walter and Frances Olive Tempest should direct ; and that the said John Yorke hath agreed with the said Thomas and Elizabeth Witham, Simon and Ann Clementina Scroop, Stephen Walter and Frances Olive Tempest for the absolute purchase of the said premises for £5,250.

WITNESSETH in consideration of £5,250 paid by the said John Yorke, that the said Thomas and Eliz<sup>th</sup>. Witham do hereby revoke the uses limited of the said premises by the said Indentures of March 13 and 14, 1748-9, and do limit such other uses thereof as are hereafter mentioned ; and the said Thomas and Eliz<sup>th</sup>. Witham and Simon and Ann Clementina Scroop do direct, &c., that the said Will. Howard and Nicholas Shuttleworth shall stand seized of the said two third parts of the said premises in trust for the said John Yorke, and shall convey the same to him at his and their request ; and the said Stephen Walter and Frances Olive Tempest do direct, &c., that the said fine of their third part of the said premises shall be, and that the said Tho. Lister shall stand and be seized of the said third part, to the use of the said John Yorke.

WITNESSETH FURTHER.

Grant by the said Thomas and Eliz<sup>th</sup>. Witham, Simon and Ann Clementina Scroop, and Stephen Walter and Frances Olive Tempest, and Will. Howard and Nicholas Shuttleworth of the premises comprised in the last lease.



Usual covenants against incumbrances ; covenant for further assurance within ten years.

Inrolled June 8, 1751.

Indenture October 8, 1751, Elizabeth Middleton of Lanmoth, widow and administratrix of the goods, &c., of Tho. Middleton, late of Lanmoth, gent<sup>n</sup>., and only child of Joseph Pattinson, late of Newarke-upon-Trent in the county of Nottingham, gent<sup>n</sup>., and Dorothy his first wife, formerly called Dorothy Langton, who was daughter of Mary Green, widow and executrix of the will of Anthony Green, Esq., and the said Eliz<sup>th</sup>. Middleton is also administratrix with the will annexed of John Green, late brother of the said Dorothy Pattinson, and administratrix of the goods, &c., of the said Mary Green, and of the goods, &c., of the said Anthony Green with his will annexed unadministered by the said Mary Green, and of the goods, &c., of the said Joseph Pattinson, and of the goods, &c., of the said Dorothy Pattinson her mother, 1.

James Fermor of the Freerage, near Yarm, Esq., and Cicely his wife, executrix of the last will of Mary Mayes, widow, and executrix of the last will of John Mayes, late of the same place, Esq., who survived Roger Meynell, late of Kilvington, Esq., and Cuthbert Midford, late of Northallerton, apothecary, deceased, 2.

John Close of Oulston, gent<sup>n</sup>., Marm. Tunstall of Wycliffe, Esq., Bridget Cook of Stokesley, widow, administratrix of the goods, &c., of Will. Wakefield, Esq., her late father, who survived Will. Dealtry, merchant, 3.

Henry Lascelles of the City of London, Esq., 4.

Willey Reveley of Newby-upon-Wisk, Esq., 5.

RECITAL of a grant made by Sir Tho. Fairfax, Sir Guy Palmer, Sir Fardinando Farefax, Sir Rob. Dinely, Knights, Tho. Fawkes, Esq., Chr. Carr and Jeffry Pichard, yeomen, governors of the goods, possessions and revenues of the Free Grammar School of Prince Henry at Otley, March 25, 1612, of a mess<sup>es</sup>. or cottage with the appurtenances in Lanmoth, *alias* Lanmouth, in a parcel of a close called Chappell-Kell ; the said parcel of a close wherein the said Chappell stood, together with a parcell of woody ground adjoining ; a close with the appurtenances called Chappell-Kell, twelve acres ; the south part of Lanmoth-wood as the same was then fenced forth ; a meadow or ing, as then divided into three several closes lying under Lanmoth-wood and adjoining upon the river there ; a close called the Riddings adjoining upon the aforesaid meadow, and all edifices, woods, &c., for one thousand years at the yearly rent of £26. 13. 4 ; and of the assignment by the said James Green, May 9, 1712, of the

said premises to Will. Green his son for the residue of the said term ; and of the assignment by the said Will. Green of the same, Nov<sup>r</sup>. 25, 1663, to Anthony Green his second son for the residue of the said term ; and that the said Anthony Green is since dead, and that the said Mary Green proved his will and took upon her the executorship ; and of a grant made by the said Joseph Pattinson and Mary Green, April 21, 1711, to John Jackson and Eliz<sup>th</sup>. Taylor of the said premises, and also of that parcel of ground called the Oxgoing or Oxfang, the parcel of ground called the Great Wood with the house thereon standing in Lanmoth, to hold one moiety to each of them for eight hundred years, and John Storr, gent<sup>l</sup>., did thereby also demise to the said John Jackson and Eliz<sup>th</sup>. Taylor a close of woody ground called Cattoe Wood and the wood thereupon growing, together with all hedges about the same to secure the springing wood there growing, one moiety to each of them for one thousand years, redeemable by payment of £100 to each of them ; and that the said several terms comprised in the said Indenture of April 21, 1711, by several mesne assignments were vested in the Right Hon. Ann Lady Viscountess Dowager Preston for securing the payment of £500 and interest ; and of the assignment made by the said Lady Preston, Jan<sup>r</sup>. 27, 1727-8, to Ambrose Dunning, gent<sup>l</sup>., for the residue of the said terms, subject to redemption by the said Joseph and Eliz<sup>th</sup>. Pattinson by payment of £500 ; and that the said Ambrose Dunning did acknowledge that the said £500 was the proper money of the said Tho. Middleton, and that his name was made use of in trust for Tho. Middleton ; and that upon the marriage between the said Tho. Middleton and Eliz<sup>th</sup>. Pattinson, by Indenture Nov<sup>r</sup>. 6, 1728, the sum of £600 was assigned to the said Roger Meynell, John Mayes and Cuthbert Midford for the use of the said Thomas and Eliz<sup>th</sup>. Middleton for life, after their decease to be paid to their children ; and of the assignment of the said premises, August 2, 1731, by the said Ambrose Dunning to the said John Close for the residue of the said several terms by way of mortgage for securing £500 to the said John Close ; and of an Indenture of August 3, 1731, whereby it was declared that £100, part of the said £500, was the proper money of the said Roger Meynell, John Mayes and Cuthbert Midford upon the trusts mentioned in the said marriage settlement, and that £400 was the proper money of the said Marm. Tunstall, and that the name of John Close was made use of

in trust for the said several persons ; and that the said Tho. Middleton and Joseph Pattinson are both since dead intestate, and administration of their respective goods, &c., was granted to the said Eliz<sup>th</sup>. Middleton ; and that the said Roger Meynell, John Mayes, and Cuthbert Midford are all since dead, and the survivor of them, John Mayes, appointed the said Mary Mayes executrix of his will, who is since dead, having made her will and appointed the said Cicely Fermor executrix thereof, and the said James and Cicely Fermor in her right are intitled to receive the said £600 upon the trusts in the said marriage settlement ; and that the said Marm. Tunstall is intitled to receive the said £400 for his own use ; and that Eliz<sup>th</sup>. Middleton, or Bridget Cook as administratrix of the said Will. Wakefield, but in trust for the said Eliz<sup>th</sup>. Middleton, are or is intitled to the reversion and equity of redemption in the premises comprised in the Indentures of March 25, 1612, for the residue of the term of one thousand years therein comprised, expectant on the determination of the said term of eight hundred years created by the indenture of April 21, 1711, and in order to corroborate her title to the same, and to prevent all disputes relating thereto, hath taken administrations to such persons who died Intestate, and hath taken administrations with the wills annexed of such other persons as herein-before are severally mentioned, and the said Eliz<sup>th</sup>. Middleton is also seized of and intitled unto the reversion, inheritance, and equity of redemption of the residue of the premises comprised in the Indenture of April 21, 1711, expectant on the determination of the terms of eight hundred years and one thousand years therein comprised, and being so seized and intitled hath come to an agreement with the said Henry Lascelles for the absolute sale of the said premises and all other her freehold and leasehold lands and tenements in Lanmoth and Cattoe and in the parish of Leek for £1,800, out of which the said £600 is to be paid to the said James and Cecily Fermor, and £400 to the said Marm. Tunstall, and the said Henry Lascelles hath taken or intendeth to take conveyances to him and his heirs of such part of the said premises as is freehold, and the said terms of the said freehold premises are to be assigned in trust for him, and the said several other terms are to be assigned for such purposes and in such manner as is herein-after mentioned.

WITNESSETH in consideration of the premises and of £600 to the said James and Cecily Fermor, and of £400 to the said

Marm. Tunstall, and of £800 to the said Eliz<sup>th</sup>. Middleton paid by the said Henry Lascelles.

Grant by the said Eliz<sup>th</sup>. Middleton and Bridget Cooke of the said premises comprised in the Indenture of March 25, 1612, for the residue of the said term of one thousand years.

WITNESSETH FURTHER.

Grant by the said John Close, James and Cecily Fermor and Marm. Tunstall to Willey Reveley of the premises comprised in the Indenture of April 21, 1711, for the residue of the said terms of eight hundred years and one thousand years in trust for the said Henry Lascelles to attend the reversion and inheritance of the premises and to protect the same from incumbrances.

Usual covenants against incumbrances ; covenants for further assurance.

Inrolled January 31, 1752.

TO ALL TO WHOM THESE PRESENTS SHALL COME I, Ann Clementina Scroop, wife of Simon Scroop of Danby-upon-Yore, Esq., send greeting.

RECITAL of the marriage settlement made June 9, 1749 [see p. 253] ; and of an Indenture of April 22, 1751, reciting among other things that whereas upon the death of the said Geo. Meynell, my brother, the said Elizabeth, I, the said Ann Clementina, and the said Frances Olive, as his sisters and co-heirs became seized in fee simple as co-partners (amongst other things) of the said mannor of West Dalton and of the lands, &c., at West Dalton, and that upon the death of the said Francis Massy we, as his cousins and co-heirs, became seized, &c., of his property in Lancaster, and that finding the enjoyment of the said premises in common to be attended with inconveniencys, we had come to an agreement for the division of the same, and that the said Simon Scroop and I, with the approbation and consent of Charles Pelham and Will. Howard, did revoke all the uses limited, &c., of our said third part of the said premises, except the said term of five hundred years and the trusts thereof ; and it is by the said Indenture declared by all the parties thereto, and they did approve, consent, limit, &c., the said premises at West Dalton to the use of the said Rich. Clayton and John Chadwick for five hundred years, after determination of the said term, to the use of the said Simon Scroop and me, the said Ann Clementina, for life, remainder to Will. Howard and Nicholas Shuttleworth to preserve contingent remainders,

after decease of the said Simon Scroop and me, the said Ann Clementina, to the same uses, &c., as by the said Indenture of June 9, 1749, are limited of the premises in the county of Lancaster other than the power of revocation contained therein.

NOW KNOW YE that I, the said Ann Clementina, by virtue and in pursuance and execution of the power to me reserved by the said Indenture of June 9, 1749, do direct, &c., in case of failure of issue male of me and my husband, the said Simon Scroop, that the said premises at West Dalton, and the reversion and inheritance thereof in fee simple, be limited to the use of the said Simon Scroop, his heirs and assigns for ever, reserving power to myself to charge the said premises with any sums not exceeding in the whole £3,000.

Inrolled May 4, 1752.

Indenture June 23, 1752, William Baker of the city of York, carpenter, and Ann his wife, one of the three daughters and co-heirs of Rich. Kendall, late of Helmsley Blackmoor, barber-surgeon, William Wawne of Kirbymoorside, tallow-chandler and sope-boiler, and Eleanor his wife, another of the said three daughters and co-heirs, Robert Ash of Helmsley aforesaid and Margaret his wife, the third of the said daughters, 1.

Jordan Moorhouse of Helmsley aforesaid, butcher, 2.

WITNESSETH in consideration of £255 to the said William and Ann Baker paid by the said Jordan Moorhouse, and of £255 to the said William Wawne and Eleanor his wife, and £253. 6. 8. to the said Robert and Margaret Ask for the absolute purchase of the freehold and inheritance in fee simple of their respective third parts of the mess<sup>es</sup>., &c., hereafter mentioned.

Grant by the said William and Ann Baker, William and Eleanor Wawne, and Robert and Margaret Ask of a mess<sup>es</sup>., a garden, an orchard; several closes called the Pasture, the Corn-close, and the Crook-close in a place called Witherholme, otherwise Witherham, in the township of Skewsby and parish of Dalby, together with all houses, &c.

Usual covenants against incumbrances except a grant made Sept<sup>r</sup>. 17, 1748, by Rich. Kendall of the Crook-close to Will. Ward of Helmsley, blacksmith, for one thousand years, subject to redemption on payment of £62. 8, the now residue of which said farm is to be assigned to Roger Moorhouse, a trustee named by the said Jordan Moorhouse, and except one other Indenture of mortgage of one third of the said premises made by the said Will. Baker and Ann his wife, for securing the payment to Miles White of £200, which sum is now paid and such third part conveyed in trust for the said Jordan Moorhouse, and except

an Indenture of mortgage of Feb<sup>y</sup>. 16, 1750-51, whereby a third part of the said premises is granted by the said Robert and Marg<sup>t</sup>. Ask to Francis Barr of Bilsdale for five hundred years, the residue of which term is assigned to the said Roger Moorhouse in trust for the said Jordan Moorhouse ; covenants for further assurance.

Inrolled July 11, 1752.

✓ Indenture May 7, 1752, Cuthbert Liddell of Bernard Castle in the county of Durham, gent<sup>a</sup>., William Liddell of the same, mercer and grocer, the Rev. James Farrar, Clerk, Vicar of Brignall, and Mary his wife, formerly called Mary Liddell, which said Cuthbert and William were two of the sons, and the said Mary was the only daughter, and were the three devisees named of and in the last will of William Liddell, late of Wycliffe, gent<sup>a</sup>., Marmaduke Tunstall of Wycliffe, Esq.,  
✓ another devisee in the said will, William Lodge of Bernard Castle, gent<sup>a</sup>., 1.

Charles Elsley of Patrick Brompton, Esq., 2.

Lease for one year to found a grant and release of a mess<sup>es</sup>. in Newsham, otherwise Newsham, otherwise Great Newsham, bounding on the housing of Will. Harrison, shoemaker, on the west, the housing of Rob. Smithson on the east, the town-street on the north ; five several closes to the said mess<sup>es</sup>. belonging called Langings-closes, eight acres ; six closes called Ermin-close or garth, High and Low Leazes, Hanging Brough or Brow, all in Newsham, in the respective parishes of Kirby Hill, otherwise Kirby Ravensworth, and Barningham ; a mess<sup>es</sup>. on the south row in Winston, in the said county of Durham, and an orchard, garth, garden, or croft lying on the backside thereof, two acres ; a house or cottage to the said mess<sup>es</sup>. and croft adjoining ; the collieries, coal-mines, seams of coal as well opened as not opened, situate within all that part of the late dissolved chantry of St. John the Evangelist and St. John Baptist called Farnacres Colliery, or Farnacres Chantry, within the site of the said late dissolved chantry, the orchards, buildings, grounds, meadows, pastures, feedings, commons, farms, tenements and hereditaments belonging to the said chantry in the possession of the Right Hon. Henry Lord Ravensworth, Baron of Ravensworth, in the said county of Durham, whose ancestors purchased the said chantry, the coal-mines excepted, of Henry Liddell, late of the city of Durham, and Mary his wife, and one Tho. Raine of the city of York, gent<sup>a</sup>., but in the name of one Charles Jordan of Teams Staiths in the said county, gent<sup>a</sup>., and his heirs, by Indentures of lease and release of January 15 and 16, 1665, together with all ways, way-leaves, watercourses, heap and pitt rooms, and free liberty to dig, sink, ride, winn, work and make pits, trenches, groves, and to drive drifts

watergates and watercourses, and to maintain the same through any part of the said chantry and the lands and grounds thereunto belonging, as well for the winning, obtaining and getting of coals forth and out of the said coal-mines and collieries as also for avoiding and conveying of water and styth, together also with sufficient ground room, heap room and wayleave as well for laying and placing of all such stones, gravel or other rubbish as shall proceed and come forth and out of the said colliery in the winning and working thereof as also for the leading, carrying and winning of the same coals with horses, carts, wains, waggons and other carriages in, over, along and through all the said lands belonging to Farnacres, the nearest and most convenient ways unto the rivers of Tyne and Teame, and also full and free liberty and licence to erect and build in and upon the said lands all such lodges and hovels as shall be used in or about the winning and working of the said colliery, together with all ways, wayleaves, waggonways, gins, ropes, liberties, privileges, profits, &c., thereunto belonging or reserved by any demises of any of the wain or waggon ways, or other the liberties and privileges heretofore granted unto Mr. Rob. Liddell, late of London, merchant, by Sir Henry Liddell and Sir Thomas Liddell, Tho. Liddell, and Tho. Sanderson, gent<sup>rs</sup>. ; also their two third parts of a cottage, garth, or small tenement within the manor of Ravensworth called Bessy West's Farm, otherwise Green-close, together with all houses, &c.

Inrolled November 9, 1752.

Indenture May 8, 1752, Cuthbert Liddell, William Liddell and Barbara his wife, the Rev. James Farrar and Mary his wife, 1.

Marmaduke Tunstall, 2.

Robert Wardell of Bishop Auckland, in the said county of Durham, gent<sup>l</sup>., William Lodge of Bernard Castle, gent<sup>l</sup>., 3.

Charles Elsley, 4.

RECITAL of a conveyance made by Tho. Greenside, Will. Liddell, sen<sup>r</sup>., Mary his wife, and the said Cuthbert Liddell, Sept<sup>r</sup>. 3, 1739, of the third part of the premises herein-after mentioned, except two thirds of a cottage garth called Green's-close, to Will. Lodge ; and of an Indenture of the same date whereby it was declared that the said Indenture as also two fines therein mentioned were made and levied in the name of the said Will. Lodge upon trust only for securing unto the said Rob. Wardell the payment of £200 upon a bond of the same date, as also such other sums of money as should at any time be advanced by the said Rob. Wardell to the said William and Cuthbert Liddell ; and that some time after the

making of the said Indentures the said Will. Liddell departed this life, having made his will May 9, 1742, and thereby gave all his manors, mess<sup>es</sup>., lands, collieries, wayleaves within the several manors, &c., of Ravensworth, Farnacres, Winston and Newsham to be divided to his sons Cuthbert and William, and his daughter Mary Farrar, and in failure of issue to them he left all to the said Marm. Tunstall to dispose of as he should think fit, whereby the said Cuthbert and Will. Liddell, and the said James Farrar, in right of the said Mary his wife, are become intituled to the equity of redemption of the said premises; and that the said £200 was not paid in the lifetime of the said Will. Liddell, sen<sup>r</sup>., nor hath been since paid to the said Rob. Wardell, but doth yet remain due to him, all interest unto this day being paid; and that the said Charles Elsley hath agreed to pay off the said £200 and to take an assignment of the said mortgaged premises, and the said Marm. Tunstall is willing to join in an assignment of the said premises and release and convey his estate and interest in the same.

WITNESSETH in consideration of £200 paid to the said Rob. Wardell by the said Charles Elsley.

Grant by the said Cuthbert Liddell, William and Barbara Liddell, James and Mary Farrar, Marm. Tunstall, Rob. Wardell and Will. Lodge of the premises comprised in the last lease.

WITNESSETH FURTHER.

Grant by the said Cuthbert Liddell, William and Barbara Liddell, James and Mary Farrar and Marm. Tunstall of the two third parts of the said cottage garth.

Power of redemption by payment of £200 Nov<sup>r</sup>. 8 next.

Covenants for further assurance; covenant against incumbrances.

Inrolled November 9, 1752.

Indenture December 6, 1752, Thomas Maire of Lartington, Esq., Robert Lodge of Barnard Castle in the county of Durham, gent<sup>n</sup>., Henry Coates of West Pits in the said county of Durham, gent<sup>n</sup>., devisees and executors of the last will of John Jackson, late of Lartington, yeom<sup>n</sup>., 1.

Will. Lodge, 2.

RECITAL of a conveyance made Dec<sup>r</sup>. 1 and 2, 1750, by the said John Jackson, Henry Coates and Tho. Jackson to the said Will. Lodge of a moiety of a mess<sup>es</sup>. and farm called the Old Farm; a mess<sup>es</sup>. and farm called the New Farm, in the township of Spennithorn, for one thousand years; and of a grant



of the said moiety of the said premises made Nov<sup>r</sup>. 3, 1750, by the said Will. Lodge to the said John Jackson for the residue of the said term, redeemable on payment of £600 ; and that the said John Jackson is since dead, having first made his will and devised all the rest of his estate as well real as personal to the said Tho. Maire, Rob. Lodge, and Henry Coates, and made them sole executors thereof, and the said executors have proved the said will and taken upon them the burthen and execution thereof ; and that the said Will. Lodge did pay to the said John Jackson in his lifetime £100 ; and that there is now due to the said Tho. Maire, Rob. Lodge and Henry Coates the principal sum of £500, the interest being paid to this day.

WITNESSETH in consideration of £500 paid by the said Will. Lodge to the said executors.

Assignment by the said Tho. Maire, Rob. Lodge and Henry Coates of the said moiety of the said premises to the said Will. Lodge, his heirs and assigns for ever, to the intent that the said term may be merged and extinguished.

Covenant against incumbrances.

Inrolled March 15, 1753.

Indenture January 15, 1753, Charles Lowe Whytell of Gilmonby, Esq., Ralph Smith of Nun Stainton in the county of Durham, gent<sup>a</sup>., 1.

Peter Hammond of Bolton Hall, gent<sup>a</sup>., 2.

Lease for one year to found a grant and release of three closes on the south side of Bowes, called the East, West, and Middle Annans, now in the occupation of the Rev. Mr. Bowman and Will. Bailey at the yearly rent of £19. 15, out of which there is payable £5 to the school of Bowes ; a parcel of ground called Park-under-Kilmond in several closes divided ; a gate in the Ox-pasture ; two gates in Bowes Cow-close, with all other gates and appurtenances to the said farm belonging let at £10. 15 ; a piece of ground called the Hall-orchard, all in the parish of Bowes ; a close called Dale-flat, two acres ; a close called Howladale, otherwise Hollowdale, four acres ; a close called Bullbank, two acres, all which last-mentioned premises do lie contiguously together within the manor of Bowes, bounded on Bowes West-pasture and other lands of the said Charles Lowe Whytell called Swineholme on the west, on the river Greata on the south, on a cornmill belonging to the said Charles Lowe Whytell on the east ; five beastgates or cattlegates, or pasturage for five cattle or beasts, in the said Bowes West-pasture ; a mess<sup>rs</sup>. and all the lands and tenements called Drygill Bent, forty acres, abutted and bounded round with the

common of the manor of Bowes; a mess<sup>es</sup>. and lands, closes and grounds called Redmire-bog, otherwise Redmire-banks, in the parish of Bowes, together with all houses, &c.

Inrolled March 15, 1753.

Indenture February 16, 1753, Charles Lowe Whytell, 1.

Ralph Smith, 2.

Peter Hammond, 3.

RECITAL that part of the lands herein-after mentioned were heretofore conveyed to the said Ralph Smith in mortgage for securing £250 and interest which hath been long since discharged but no reconveyance hath been executed thereof, and the said Ralph Smith is willing to join in conveying the same as the said Charles Lowe Whytell shall direct.

WITNESSETH in consideration of the premises and of £1,000 paid by the said Peter Hammond to the said Charles Lowe Whytell and for his proper debt.

Grant by the said Charles Lowe Whytell and Ralph Smith of the premises comprised in the last lease.

Power of redemption on payment of £1,000 and interest at 4 *per cent.* July 16 next.

Usual covenants against incumbrances; covenant for further assurance.

Inrolled March 15, 1753.

Indenture January 30, 1753, Richard Gastell of Thringarth in the parish of Romalldkirk, yeom<sup>a</sup>., 1.

Thomas Schoon of Cragg, yeom<sup>a</sup>., only brother and heir-at-law and also sole executor of the will of Ralph Schoon, late of Cragg, yeom<sup>a</sup>., 2.

John Bailes of Wycliff, gent<sup>a</sup>., 3.

RECITAL that there is now due from the said Rich. Gastell to the said Tho. Schoon upon a deed of mortgage and other securities of the premises herein-after mentioned, for principal and interest, £172.

WITNESSETH in consideration of the premises and of the said sum of £172 paid by the said John Bailes to the said Tho. Schoon at the request and for the debt of the said Rich. Gastell.

Grant by the said Rich. Gastell and Tho. Schoon of a close called Posternhill-close; a close called Broadland-close; a close called Double-land close; a close called Calf-close, in Thringarth, together with all houses, &c., for the residue of a term of one thousand years thereof granted heretofore by Talbot Bowes, Esq., and others to Will.

Dent and others, redeemable on payment of £172 and interest July 30 next

Usual covenants against incumbrances; covenant for further assurance.

Inrolled March 17, 1753.

In the name of God Amen. I, Jane Lodge of Brumpton-upon-Swale, widow, being at present much indisposed but of a sound mind and memory, praised be God for the same, do make, &c., this my last will in manner following: I give and devise unto my daughter Mary Lodge, and her heirs and assigns for ever, all that my estate situated in Brumpton-upon-Swale, and which I lately purchased of John Simpson, to hold to her and her heirs, &c.; and I likewise give to my said daughter all my goods, chattles and personal estate and effects whatsoever, she paying my just debts and funeral expences; and of this my will do hereby nominate her sole executrix, hereby revoking all former and other wills, as witness my hand September 22, 1752. Jane Lodge.

Signed, &c., in the presence of us, Mary Carter, Thomas Williamson, William Dixon.

Inrolled March 26, 1753.

Indenture May 24, 1753, Dorothy Lodge, late of Brumpton-upon-Swale, but now of Yarm, spinster, 1.

Christopher Petch, late of Brough, but now of Tunstall, yeoman, George Robinson of Theakston, gent., 2.

George Pybus of Thorpe Perrow, gent., 3.

RECITAL of a grant made by Nicholas Carter, late of Bedale, April 28, 1664, to Timothy Carter his son of a close of meadow ground called the Lands, eleven acres; a close of meadow ground called Roger-field, ten acres, in Firby in the parish of Bedale, with all woods, &c., from and after the death of the said Nicholas Carter for nine hundred and ninety-nine years, paying the yearly rents therein mentioned to the persons therein named: Sept. 30, annually within the parish church porch of Bedale, to the heirs of the said Nicholas Carter 1*l.*; to John Carter of Crimelsby in Cleveland, Clerk, second son of the said Nicholas Carter, his heirs, &c., £6. 10; to Joseph Harrison, grandson of the said Nicholas 20*s.*; and of the assignment of the said premises by the said Timothy Carter August, 24, 1677, to Anthony Lodge and Arn his wife for the remainder of the said term; and of a grant of the said premises made by Ann Lodge widow of the said Anthony Lodge, and John Lodge their son, August 27, 1709,

to the said Dorothy Lodge for the residue of the said term ; and of a grant of the same made by Dorothy Lodge, Dec<sup>r</sup>. 10, 1716, to the said Chr. Petch for the residue of the said term, subject to the yearly rent of 1*d*. to the assigns of Nicholas Carter ; and that several rasures appear to be made in the said last recited Indenture whereof no notice hath been taken by any memorandum thereupon, neither is any receipt for the sum of £106, the consideration money therein mentioned indorsed upon the said deed of assignment, although the same was truly and *bonâ fide* paid by the said Chr. Petch or Geo. Robinson to the said Dorothy Lodge, which she doth hereby acknowledge ; and that the said Chr. Petch and Geo. Robinson have agreed with the said Geo. Pybus for the absolute sale to him of the said premises for the remainder of the said term for £260, and in order to obviate any inconvenience that may happen and arise by reason or means aforesaid or by any other means, it has been agreed that the said Dorothy Lodge shall execute these presents, which she accordingly consents to do, to heal all imperfections in her sale of the premises to the said Chr. Petch and Geo. Robinson.

WITNESSETH in consideration of £260 to the said Chr. Petch and Geo. Robinson paid by the said Geo. Pybus.

Grant by the said Chr. Petch, Geo. Robinson and Dorothy Lodge of the said premises for the residue of the said term.

Usual covenants against incumbrances, the rents in the said Indenture of lease reserved, only excepted ; covenant for further assurance.

Inrolled July 25, 1753.

Indenture May 13, 1753, Roger Strickland of Richmond, Esq., eldest son and heir of Roger Strickland, formerly of Catherick, and late of Richmond, Esq., deceased, by Catharine his wife, late called Catharine Scroop, 1.

James Close of Lincoln's Inn in the county of Middlesex, gent<sup>n</sup>., 2.

Lease for one year to found a grant of several mess<sup>ges</sup>., lands, &c., in the townships of Catherick and Tunstall in the parish of Catherick, formerly called Twelve Farms, together with all houses, &c.

Inrolled November 16, 1753.

Indenture May 31, 1753, Roger Strickland and Ellen or Ellenor his wife, 1.

James Close, 2.

Simon Scroop of Danby, Esq., Gerard Strickland of the city of York, Esq., 3.

James Shuttleworth of Forcett, Esq., William Turner of Clints, Esq., 4.

Ralph Close of Richmond, gent<sup>a</sup>, 5.

WITNESSETH in consideration of £200 paid by the said Ralph Close.

Grant by the said Roger Strickland of the premises comprised in the last lease.

Covenant to levy a fine *sur cognizance de droit* in order to the suffering a common recovery which shall be to the use of the said James Shuttleworth and Will. Turner upon trust to convey the same to such persons as the said Simon Scroop and Gerard Strickland shall think fit.

And for the better encouragement of persons to become the purchasers thereof, and for the expediting such sales, it is declared that all sales to be made of the premises which shall be approved of by the said Simon Scroop and Gerard Strickland shall be good sales, and shall be binding to all parties interested in the said premises or said purchase-money, and that the payment of the said money to the said Simon Scroop and Gerard Strickland shall be a good payment and sufficient discharge to such purchaser, and their respective receipts shall be a sufficient evidence of the payment of the money, and that neither the said James Shuttleworth and Will. Turner nor the purchaser shall be any way concerned to see to the application of the said money; and the said purchase-money shall be applied by the said Simon Scroop and Gerard Strickland in the first place toward the payment of the said £200 advanced by the said Ralph Close, and, in the next place, towards the discharge of all arrears of interest due upon any security of the said premises either by way of mortgage or term for raising portions, and of all arrears of any annuity or rent charge affecting the same, and of all such sums as the said Simon Scroop and Gerard Strickland shall pay towards the discharge of any of the debts of the said Roger Strickland, together with such sum not exceeding £300 as the said Simon Scroop and Gerard Strickland shall think proper to pay for the use and benefit of the said Roger Strickland, and the surplus of the money to arise by such sale (if any such there be) shall be laid out in the purchase of lands to be taken in the names of the said James Shuttleworth and Will. Turner, who shall convey the same, and also such part of the premises as shall remain unsold, to the use of the said Roger Strickland for life, with power to lease the same for any term not exceeding twelve years at the rack rent, with remainder to trustees for his life to preserve contingent remainders, with remainder to such uses as the said Roger Strickland, with the consent of the said

Simon Scroop and Gerard Strickland, shall direct, and for default of such direction to the sons of the said Roger Strickland in tail male with remainder to Francis Strickland, his brother, with power to lease, remainder to trustees to preserve &c., remainder to his sons in tail male, remainder to the daughters of the said Roger Strickland as tenants in common in tail, with cross remainders to such other in tail, with remainder to the said Roger Strickland and his heirs.

Covenants against incumbrances upon the lands so to be sold.

Inrolled November 16, 1753.

Indenture October 20, 1753, William Marshall of Hinderwell, yeom<sup>a</sup>, 1.

Robert Suggett of North Lofthouse, gent<sup>a</sup>, 2.

Ralph Ward of Guisbrough, gent<sup>a</sup>, 3.

RECITAL that the said Will. Marshall stands seized of the mess<sup>es</sup>. and garth hereinafter mentioned with the appurtenances in trust for the said Rob. Suggett, and the said Rob. Suggett hath borrowed of the said Ralph Ward £150.

WITNESSETH in consideration of £150 to the said Rob. Suggett paid by the said Ralph Ward.

Grant by the said Will. Marshall and Rob. Suggett of a cottage with the appurtenances in North Lofthouse, part of a mess<sup>es</sup>. cottage-house now divided into two several houses, with a little garth adjoining on the south side thereof, and a little cowhouse standing on the south end of the said garth, together with all houses, &c., redeemable by payment of £150 and interest at 4 *per cent.* April 20 next at the dwelling-house of the said Ralph Ward in Guisbrough.

Usual covenants against incumbrances; covenant for further assurance.

Inrolled December 26, 1753.

Indenture December 23, 1753, Richard Aspinwall of Aldbrough, gent<sup>a</sup>, 1.

William Wilson of Dalton, gent<sup>a</sup>, sole executor and residuary legatee and devisee of the real and personal estate of Marmaduke Wilson, late of Wycliffe, gent<sup>a</sup>, 2.

Lease for one year to found a grant of two mess<sup>es</sup>. and the stabling and other buildings, garth, garden and yard in the town-street of Aldbrough, in the parish of St. John's, Stanwick, together with all out-houses, &c.

Inrolled January 29, 1754.

Indenture November 23, 1753, Richard Aspinwall, 1.  
William Wilson, 2.

John Bailes of Wycliffe, gent<sup>a</sup>, eldest son and heir of James Bailes, late of the same, gent<sup>a</sup>, 3.

RECITAL that the said Marm. Wilson being seized among other lands of a small parcel of ground in Aldbrough, upon or near the foundation of an old kiln, did, in and by his will dated Dec<sup>r</sup>. 19, 1746, after taking notice of the said Rich. Aspinwall's having lately erected several houses upon the said parcel of ground, make a disposition thereof as follows: I do agree to confirm the same (meaning, as supposed, such several houses) to him, his heirs and assigns, but upon this express condition, that he pay to my executor £30, which I lent him, with all interest, within six months next after my decease; and that the said Marm. Wilson hath been dead four years and the said £30 has not yet been paid, nor any interest, and there is now due £36; and that it does by no means suit the said Rich. Aspinwall to pay the said £36, and the same being estimated the full value of the houses built by him, he has come to an agreement with the said Will. Wilson absolutely to release and convey the same to him.

WITNESSETH in pursuance of such agreement.

Grant by the said Rich. Aspinwall of the premises comprised in the last lease.

Covenant for further assurance.

Inrolled January 29, 1754.

Indenture November 21, 1753, Thomas Lodge of Brumpton-upon-Swale, gent<sup>a</sup>, only son and heir of Miles Lodge, late of the same, yeom<sup>a</sup>, 1.

John Raper of Lincoln's Inn in the county of Middlesex, gent<sup>a</sup>, 2.

WITNESSETH in consideration of £600 by the said John Raper to the said Tho. Lodge paid.

Grant by the said Tho. Lodge of a mess<sup>es</sup>. with the appurtenances in Brumpton-upon-Swale, in the parish of Easby; a parcel of land near to the said mess<sup>es</sup>. called the Holme, sixteen acres; the parcels of land whereof three acres lie in a field called Short Wrea, ten acres in a field called Middle Parts, four acres in a field called New Moor, one acre in a field called Steeplefield, heretofore the estate of the said Miles Lodge; also the lands sometime belonging to Chr. Lodge, late brother of the said Miles; a close, eighteen acres, called New Moors; a close, twenty-two acres, called Lyer-flatt; a close, seven acres, called Coates-garths; a close, four acres, called Thorneston, together eighty-five acres, together with all houses, &c., for one thousand years, redeemable on payment of £600 and interest at 3 $\frac{1}{4}$  per cent. May 21st next.

Usual covenants against incumbrances except the rents and services to the Chief Lord of the Fee ; covenant for further assurance.

Inrolled February 8, 1754.

Indenture November 21, 1753, William Allen of Leyburn, gent<sup>n</sup>, 1.

William Allen, jun<sup>r</sup>, of the same, gent<sup>n</sup>, his eldest son and heir, 2.

Lease for one year to found a grant and release of a mess<sup>es</sup>. in Leyburn, with the orchard, garden, barn, stable, and other outhouses ; a close of meadow adjoining, two acres ; a close called Risebarr, four acres ; a close called Lowfield-close, one acre and a half, with a barn, ox-house, and foldgarth ; a close called Maiden Bush-Leas, on the south side of the said barn, four acres ; a close on the north side thereof, three acres ; three closes called High-Broate, Middle-Broate, and Low-Broate, together ten acres ; a close of pasture called High-Broate-pasture, twelve acres, all in Leyburn ; a close called Tarnamire, fourteen acres ; two closes called Tarnill-hill and Tarnill-close, together five acres, all in Harnby, together with all houses, &c.

Inrolled February 8, 1754.

Indenture November 22, 1753, William Allen and Hester his wife, 1.

William Allen, jun<sup>r</sup>, 2.

Mary Lodge of Brumpton-upon-Swale, spinster, 3.

RECITAL of intended marriage between the said Will. Allen, jun<sup>r</sup>, and Mary Lodge.

WITNESSETH in consideration of the said intended marriage and for settling the mess<sup>es</sup>., &c., herein-after mentioned.

Grant by the said Will. Allen, sen<sup>r</sup>., of the premises comprised in the last lease.

USES : To the use of the said Will. Allen, jun<sup>r</sup>., for life, charged with the payment of £20 *per annum* to the said William and Hester Allen during their joint lives, and with £14 *per annum* to the survivor of them for life ; after the death of the said Will. Allen, jun<sup>r</sup>., to secure to the said Mary Lodge an annuity of £10, such annuity, in case there shall be issue and she shall marry again, to be in trust for the maintenance of such issue for so long as she and such issue shall jointly live ; remainder subject to the said annuity to the heirs and assigns of the said Will. Allen, jun<sup>r</sup>., for ever.

Covenants against incumbrances except the rents and services to the Chief Lord of the Fee ; covenant for further assurance.

Inrolled February 8, 1754



INROLLMENTS.—BOOK M.

Indenture November 21, 1753, Thomas Lodge, of Brumpton-upon-Swale, gent<sup>n</sup>., only son and heir of Miles Lodge, late of the same, Mary Lodge of the same, spinster, sister of the said Thomas, daughter and devisee of Jane Lodge, 1.

Sir Henry Lawson of Brough, Francis Thornburgh of Leyburn, Esq., Thomas Raper of Bedale, gent<sup>n</sup>., 2.

Lease for one year to found a grant release of the premises comprised in the lease given above [p. 279].

Inrolled February 8, 1753.

Indenture November 22, 1753, Thomas Lodge, 1.

Mary Lodge, 2.

William Allen, jun<sup>r</sup>., of Leyburn, gent<sup>n</sup>., 3.

Sir Henry Lawson, Francis Thornburgh, Thomas Raper, 4.

RECITAL of the intended marriage between the said Will. Allen and Mary Lodge.

WITNESSETH in consideration of the said marriage.

Grant by the said Thomas and Mary Lodge of the said premises.

USES : To the use of the said Will. Allen and Mary Lodge, charged with an annuity of £10 to the said Tho. Lodge, remainder to Sir Henry Lawson, Fr. Thornburgh, and Tho. Raper, to preserve contingent remainders. After the decease of the survivor of Will. Allen and Mary Lodge, to the use of children of the marriage in tail male, in default of issue male to daughters, to take as tenants in common and not as joint tenants, in default of issue as to part to the use of the right heirs of the said Will. Allen for ever, charged with £300, part of £600 mortgage made by the said Tho. Lodge the day before the date of these presents ; as to the residue to the use of Tho. Lodge, his heirs and assigns for ever, charged with £300 residue of the said £600.

Power to Will. Allen and Mary Lodge to lease.

Usual covenants against incumbrances except the said mortgage to John Raper for one thousand years for securing the said £600, and the rents and services to the Chief Lord of the Fee ; covenant for further assurance.

Inrolled February 8, 1754.

Indenture May 8, 1754, Isabel Knaggs of Skelton in Cleveland, widow, formerly Isabel Foster, John Knaggs of the same, weaver, her eldest son and heir apparent, 1.

George Dixon of the same, house-carpenter, 2.

WITNESSETH in consideration of £104 paid by the said Geo. Dixon.

Grant by the said Isabel and John Knaggs of the west side of a close called Kirby Headlands, as the same is now separated and fenced off from the east part thereof, three acres and a half, in Skelton, together with all ways, &c.

Covenant by the said Isabel and John Knaggs for ever to uphold the hedge or fence which divides the said parcel of ground in good and sufficient repair and condition ; covenant that it shall be lawful for the said Isabel and John Knaggs to take and conduct the water which arises in a spring well in lands on the west of the said parcel of ground, and now runs along the ditch or gutter on the north side thereof unto the east part of the said close, always leaving water sufficient in the said parcel of ground for the use of the said Geo. Dixon.

Inrolled July 26, 1754.

Indenture January 25, 1754, Edward Lodge of Northallerton, barber, Thomas Stubs Walker, son and heir of Thomas Walker, late of Northallerton, sadler, deceased, which said Tho. Stubs Walker is an infant under the age of twenty-one, 1.

Michael Blackburn of the same, grocer, 2.

Lease for one year to found a grant release of a mess<sup>es</sup>. burgage in the East Row of Northallerton adjoining on the little river called Sunbeck on the north, also the garth and garden on the backside of the said mess<sup>es</sup>., with all houses, &c.

Inrolled July 26, 1754.

Indenture January 26, 1754, Edward Lodge, and Mary his wife, 1.  
Thomas Stubs Walker, 2.

Michael Blackburn, 3.

RECITAL that the said premises were heretofore conveyed to the said Tho. Walker, sen<sup>r</sup>., in trust for the said Edw. Lodge, and the said Tho. Walker, sen<sup>r</sup>., being dead, the legal estate of the said premises is vested in the said Tho. Stubs Walker in trust for the said Edw. Lodge ; and that the said Michael Blackburn hath agreed with the said Edw. Lodge for the absolute purchase of the premises for £210.

WITNESSETH in consideration of £210 paid by the said Michael Blackburn to the said Edw. Lodge.

Grant by the said Edw. Lodge and by Tho. Stubs Walker, in pursuance of an Order of the High Court of Chancery of January 12, 1754, of the premises comprised in the last lease,

Usual covenants against incumbrances except a yearly fee-rent of 13s. 4d. to his Majesty and his successors; covenant for further assurance within ten years.

Inrolled July 26, 1754.

Indenture August 13, 1754, John Middleton of Whitby, yeom<sup>n</sup>., and Mary his wife, John Middleton, jun<sup>r</sup>., of Landmoth, yeom<sup>n</sup>., and Elizabeth his wife, 1.

George Manfield of the parish of Thirkleby, yeom<sup>n</sup>., 2.

Lease for one year to found a grant release of a mess<sup>rs</sup>. and seven closes of arable and pasture ground called the Norr Moors, together forty acres; a close of meadow ground called Smith-croft, four acres; a close of meadow ground called Overthwart-croft, half an acre; a close of meadow ground called the Long-croft, two acres and a half; several pieces of arable land lying dispersed in the several open fields of Easingwold, called Stonefield, Crakefield, Millfield, and Churchfield, together twelve acres (the said premises are now let at £22), together with all houses, &c.

Inrolled August 29, 1754.

Indenture August 14, 1754, same parties.

WITNESSETH in consideration of £250 paid to the said John Middleton, jun<sup>r</sup>., and Elizabeth his wife by the said Geo. Manfield.

Grant by the said John and Mary Middleton, John Middleton, jun<sup>r</sup>., and Elizabeth Middleton of the premises comprised in the last lease.

USES: As to two thirds to the use of the said Geo. Manfield for two thousand years to secure to him £250, remainder to the use of the said John Middleton, jun<sup>r</sup>., and his wife and their children.

As to the other third to the use of the said John and Mary Middleton for her life, after her decease to the use of the said Geo. Manfield for nine hundred and ninety-nine years for better securing to him the said sum, after determination thereof to the use of John Middleton, jun<sup>r</sup>., and his wife and their heirs, in default of issue to the right heirs of the said John Middleton.

Usual covenants against incumbrances; covenant for further assurance.

Inrolled August 29, 1754.

Articles of agreement tripartite indented, made, concluded and agreed upon, January 6, 1753, between the Right Hon. Brownlowe, Earl of Exeter, Lord of the Manors of Snape and Well, 1.

John Milbanke of Thorpe Perrow, Lord of the Manor of Watlass, Esq., 2.

The Right Hon. Thomas Bruce Brudenell, Lord Bruce, Baron of Tottenham in the county of Wilts, John Blackwell of Stamford in the county of Lincoln, Esq., Master and Warden of the Hospital of Well, John Dodsworth of Watlass, Esq., 3.

Whereas there is a certain open common field or moor called Canswick Moor, *alias* Watlass Moor, in the several manors of Snape, Well, and Watlass, containing three hundred and ninety acres, the bounds and limits of which said several manors have for many years last past been well known and distinguished, and it is hereby declared and agreed by and between the said Earl of Exeter and John Milbanke, as Lords of the Manors of Snape and Well and Watlass, that the boundary to divide that part of the said moor belonging to the said Earl of Exeter from that part belonging to the said John Milbanke shall be as follows : viz. beginning at a place called Readings Nooke, being a corner of the hedge of the enclosed ground called the Readings, which said corner is about sixty-four yards distant from the gate called Scroglane Gate, and from thence extends and goes in a direct line, leaving How Hill on the left hand and the water Flodder on the right, to that part of the hedge called Solomon's Hedge adjoining upon the said common lying west or north-west of, and at about one hundred and eighty yards distance from Solomon's Stone and that part of the said Solomon's Hedge where the said boundary terminates, being contiguous to the cross hedge nearest to the said Solomon's Stone on the north-west side thereof, and running east and west or north-east and south-west, and dividing two closes now or late of Sir Marmaduke Wyvill adjoining upon the said moor ; and it is further agreed that all that part of the said moor lying on the south-east side of the said boundary, containing two hundred and sixty-eight acres, shall be deemed and taken to be part of the said manors of Snape and Well belonging to the said Earl of Exeter, and that all that part of the said moor which lyeth on the north-west of the said boundary, containing one hundred and twenty-two acres, shall be taken to be part of the said manor of Watlass belonging to the said John Milbanke ; and whereas the said Earl of Exeter, Lord of the said Manors of Snape and Well, and also in right of several mess<sup>es</sup>., lands, farms, and premises within the said manors, of the yearly value of £1,500, the said John Milbanke as Lord of the said Manor of Watlass and in right of several mess<sup>es</sup>., &c., of the yearly value of £700, the said Tho. Bruce Brudenell, Lord Bruce, in right of several mess<sup>es</sup>., cottages, or tenements within the said manor of Snape of the yearly value of £31, and of a mess<sup>es</sup>., called the Gildykes of the yearly value of £15, the said John

Blackwell, as Master and Warden of the Hospital of Well, in right of several mess<sup>es</sup>, &c., belonging to the said hospital of the yearly value of £150, and the said John Dodsworth, in right of a mess<sup>es</sup> or farm, lands and premises within the said manor of Watlass of the yearly value of £4, are severally and respectively intitled to a right of common for depasturing of sheep and other cattle in, over, and upon the said open common field or moor called Canswick Moor, *alias* Watlass Moor, and no other person or persons, bodies politick or corporate, hath or have any property, right, title, or interest in, unto, or upon the said open moor; and whereas the said open common field as it lies open, commonable and uninclosed doth at present produce very little profit to the respective owners thereof and is incapable of being improved unless the same was to be inclosed and divided: therefore it is hereby covenanted, consented to, and agreed upon by and between all the said parties to these presents that a division and inclosure shall be made of the said open common field, and that allotments shall be made thereof by commissioners to be nominated and appointed for that purpose unto and amongst the several owners in proportion and according to their respective shares, rights and interests therein, and in the manner hereinafter mentioned, and that the respective shares shall be held and enjoyed by the parties and those claiming under them in severalty for ever according to their respective estates and interests in the lands and premises in right of which the said allotments shall be made, in lieu of, and as a compensation for, their several common and other rights, &c., in the said common as the same is now undivided; and it is also declared that the share of the said common to be allotted to the said Earl of Exeter shall be such part of the said moor as lyeth on the south-east side of the said boundary, containing two hundred and sixty-eight acres, and the share to be allotted to the said John Milbanke shall be such part of the same as lyeth on the north-east side of the said boundary, containing one hundred and twenty-two acres, subject nevertheless to such shares, &c., as the said Lord Bruce, John Blackwell and John Dodsworth are severally intitled to, and that the allotments to be made to them shall be made in the manner following:—Two third parts thereof out of that part of the moor within the manor of Snape and Well, and one third out of that part within the manor of Watlass according to the boundary of the said manors herein-before described; and it is hereby further agreed that application shall be made to this present Session of Parliament for an Act to inclose and divide the said common field and to carry this agreement into execution, the charges and expences whereof, and of soliciting the same, and of surveying, measuring and laying out the said moor, and all charges of

commissioners and other incidental charges touching the said inclosure and division and the allotments to be made, shall be jointly borne and paid by every respective owner according to the number of acres, quantities, parcels, shares, and proportions of ground which each owner shall have allotted to him.

Inrolled October 14, 1754.

TO ALL TO WHOM THESE PRESENTS SHALL COME, Thomas Raper of Bedale, John Harrison of Ainderby Quernhow, John Telford of the city of York, Thomas Ascough of Nutwith Coat, gentlemen, Edward Worsdale of Ingoldsby in the county of Lincoln, and Edmund Smith of Snape, yeomen, being six in seven of the commissioners appointed by an Act of 26 George II., intituled an Act for Confirming and Establishing Articles of Agreement for inclosing and dividing Canswick, *alias* Watlass Moor, send greeting : Recital of the agreement touching the boundary dividing that part of the moor belonging to the Earl of Exeter from that part belonging to John Milbanke ; and whereas we, the aforesaid commissioners, having taken upon us the powers and authorities given by the said Act, and having had the said common field surveyed, and fixed and ascertained several public and private roads and ways over the said common field, and having carefully examined into the several claims and interests of all the persons claiming any estate, &c., in the said moor, and having from time to time given notice of our several meetings in the several parish churches of Watlass and Well, according to the directions of the said Act, do hereby award, order, adjudge and determine that the Right Hon. Thomas Bruce Brudenell, Lord Bruce, a proprietor of land, or having right of common in the said open common field, shall hold in severalty to him and his heirs for ever eleven acres of the said moor next adjoining to the general boundary, being the south-east side thereof, out of that part of the said moor belonging to the Earl of Exeter within the manors of Snape and Well, and within the parish of Well, and five acres and a half more next adjoining to the said boundary, being the north-west side thereof, out of that part of the said moor belonging to the said John Milbanke as Lord of the Manor of Watlass, and within the parish of Watlass, and that the same shall and do adjoin one upon another, and adjoining upon the public road leading from Masham to Halfpenny House on the west end, and on lands and grounds allotted, set forth, awarded and assigned to John Blackwell on the east end thereof ; and that the said Earl of Exeter shall inclose and fence the part, &c., so allotted, &c., to the said Lord Bruce as aforesaid on the south-east side thereof, and maintain, repair, and uphold the same at his costs and charges for ever ; and the said John Milbanke shall fence the same on the north-

west side thereof &c. ; and the said Lord Bruce shall fence the east end of his said share.

And that John Blackwell, another proprietor having right in the said common as Warden of the said Hospital of Well, shall hold to him and his successors for ever twenty acres of the said moor next adjoining to the said general boundary, being the south-east side thereof, out of the said Earl of Exeter's part of the said moor, and ten acres on the north-west side of the said boundary out of John Milbanke's part, and that the same shall and do adjoin one upon another, and adjoining on the lands allotted, &c., to the said Lord Bruce on the west end, and on the lands allotted to John Dodsworth on the east end ; and that the said Earl of Exeter shall inclose, &c., the part so allotted to the said John Blackwell on the south-east side thereof &c. ; and the said John Milbanke shall fence the same on the north-west side thereof &c. ; and the said John Blackwell and his successors shall fence the east end thereof ; and the said John Blackwell shall have a way to and from the said allotments in, over, and through that part of the said moor belonging to the Earl of Exeter as he shall or may have occasion.

And the said John Dodsworth shall hold one acre on the south-east side of the said boundary and half an acre on the north-west side of the said boundary adjoining one upon another, adjoining on the lands allotted to the said John Blackwell on the west end thereof, and on the other part of the said moor belonging to the Earl of Exeter and John Milbanke on the east end thereof ; and the Earl of Exeter shall inclose the south-east side, and John Milbanke the north-west side of the said allotment ; and the said John Dodsworth shall have a way to the said allotments through that part of the said moor belonging to the said John Milbanke as he shall have occasion.

And that the Rev. John Stapylton, Clerk, Rector of Watlass, in respect of his glebe land within the said manor of Watlass having right of common in the said field, shall hold in severalty to him and his successors for ever three acres on the south-east side of the said boundary, and an acre and a half on the north-west side thereof, and that the same shall adjoin one upon another, and adjoining upon the road leading from Bedale to Masham on the south-east side, and on the other part of the moor belonging to the Earl of Exeter and John Milbanke on the west end, and on another part of the moor belonging to John Milbanke on the north west, and on the road adjoining to Readings Nooke on the east end thereof ; and that the said Earl shall inclose the west end from the said road from Bedale to Masham to the said boundary, and the said John Milbanke the other part of the said west end, and north-west side of the said allotment to the road leading to Watlass &c.

And we do further award, &c., that the said Earl of Exeter shall

from henceforth hold to him and his heirs for ever such part of the said moor as lies on the south-east side of the boundary as described by the above recited articles except such parts thereof as are above awarded to the said Lord Bruce, John Blackwell, John Dodsworth and John Stapylton respectively.

And that the said John Milbanke shall hold such part of the said moor as lies on the north-west side of the said boundary except such parts thereof as are awarded as aforesaid ; and that the said allotments so made to the said Earl of Exeter, John Milbanke, Lord Bruce, John Blackwell, John Dodsworth and John Stapylton shall be accepted and taken by them in lieu, full bar, satisfaction and compensation for all common rights and other rights whatsoever belonging to, or claimed by them in the said moor.

And we do further award, &c., that the boundary wall or fence from the east end of the allotment made by us to the said John Dodsworth to the west-end of the allotment made to the said John Stapylton, containing in length three hundred yards or thereabouts, shall be made in the proportions following :—The said Earl of Exeter shall make and fence one hundred and sixty yards thereof from the east end of the allotment made to John Dodsworth, and maintain, &c., and the said John Milbanke shall make and fence the remainder thereof from thence to the said west-end of the allotment made to the said John Stapylton &c.

And whereas we, the said commissioners, have had an account of the several sums laid out and expended in obtaining the said Act, amounting in the whole to £306. 16. 10, and also the expence of allotting and laying out the said open field, and of drawing and ingrossing this our allotment and award, and ingrossing three parts thereof, and also of the expence of the inrollment thereof and of the said articles, which said several sums do amount to £323. 13, we do hereby order, &c., that the said moneys shall be paid in the manner following :—Two third parts thereof by the said Brownlowe, Earl of Exeter, and the other part thereof by the said John Milbanke.

And we do hereby declare and agree that we will mortgage the lands of such of the said proprietors as shall neglect or refuse to pay their proportionable part to the said expence according to the directions herein-before mentioned, or to fence or preserve the fences of the land so allotted to them in virtue of the powers vested in us by the said Act. In witness whereof we have hereunto set &c., Sept. 23, 1754. Thomas Raper, John Harrison, John Telford, Thomas Ascough, Edward Worsdale, Edmund Smith.

Inrolled October 14, 1754.

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